



Canada Border Services Agency
Agence des services frontaliers du Canada

For information

THE CBSA'S PARTICIPATION IN THE TELEVISION SERIES BORDER SECURITY: CANADA'S FRONT LINE

For the Minister

PURPOSE

This briefing note provides a general overview of the Canada Border Services Agency's (CBSA) participation in the television series *Border Security: Canada's Front Line*.

ISSUE

Force Four Entertainment, the production company for the show, is seeking CBSA's support to produce a fourth season. This fourth season would come after a one-year hiatus, due principally to an analysis of the CBSA's risk due to two civil claims and complaints to the Privacy Commissioner resulting from our participation in the show.

BACKGROUND

Force Four Entertainment and the CBSA came to an agreement in 2012 for a documentary series called *Border Security: Canada's Front Line*.

The series follows the day-to-day activities of Border Services Officers (BSOs) at airports, marine and land ports of entry as well as mail processing centres. The episodes are not scripted and they illustrate the realities and challenges faced by BSOs on the job. The series exposes viewers to the rules, laws and regulations that apply when crossing the border into Canada.

With three seasons completed, episodes of *Border Security* have been dubbed in many languages and continue to air in over 50 countries, with a total current audience of approximately 60 million viewers worldwide.

In Canada alone, 24,750,000 individual viewers have seen all or part of at least one episode. The series has been dubbed in French and airs on the Canal D network.

To understand the impact of the show on its audiences, Shaw Media, conducted an online survey in October 2013, with a total sample of 501 Canadians aged 18 or over who had viewed at least one *Border Security* episode. Results revealed that 87% of respondents felt that the show was educational and 88% agreed that the show reinforced the important role that the CBSA plays.

Since the show started, 1,287 travellers have participated. Waivers are signed by all travellers and all Agency staff who participate in the show.

STATUS

Notwithstanding the waiver process, the CBSA was served with a Notice of Civil Claim in March 2015 from an individual who appeared on an episode of the show. Litigation Counsel is defending the CBSA against the allegations and has provided a response to the individual's counsel.

The CBSA was served with a second Notice of Civil Claim in August 2015 from an individual citing violation of privacy rights. Litigation Counsel is defending the CBSA against the allegations. A third, separate individual, has also filed a privacy complaint against the CBSA after having appeared on the show. The Federal Privacy Commissioner forwarded a Preliminary Report of Findings in June 2015 and the CBSA submitted a written response.

After completion of the third season, negotiations took place between CBSA and Force Four Entertainment on an agreement for a fourth season that would strengthen the consent approach. The draft agreement strengthens the consents obtained through a modified waiver process developed in collaboration with CBSA Legal Services to mitigate the situations that led to the claims described above. Force Four Entertainment has indicated that filming for season four could commence in March 2016.

NEXT STEPS

An in-person briefing or package can be provided, as required.

Linda Lizotte-MacPherson

President

FEB 22 2016



Canada Border
Services Agency

Agence des services
frontaliers du Canada

For information

AUTHORITIES FOR DETENTION UNDER THE *IMMIGRATION AND REFUGEE PROTECTION ACT*

For the Minister

PURPOSE

To provide a general overview of immigration detention and the legislative authorities for detention under the *Immigration and Refugee Protection Act* (IRPA).

BACKGROUND

Detention is an integral part of the Canada Border Services Agency's (CBSA) overall immigration enforcement mandate to protect Canada from persons who may pose a public safety and security risk and support the integrity of Canada's immigration and refugee system.

In the fiscal year 2014–2015, the CBSA detained 6,768 persons. The Agency operates three immigration holding centres (IHC): Laval (144 beds), Toronto (195 beds), and Vancouver (24 beds). The Agency's detention capacity is further augmented through agreements with provincial correctional authorities to house detainees when identified public safety risks merit more secure facilities or when there is no IHC available.

STATUS

Under IRPA, the CBSA has the authority to arrest, detain, and remove permanent residents and foreign nationals who are found to be inadmissible to Canada (see attachment 1). At a port of entry (land, marine, or air), a CBSA officer may detain when it is necessary to complete an immigration examination; and when the person is suspected to be inadmissible on grounds of security, violation of human or international rights, serious criminality, criminality, or organized criminality. CBSA officers may also detain individuals if they have reasonable grounds to believe a person is unlikely to appear for an immigration proceeding (e.g. examination, hearing, removal); is a danger to the public; is unable to satisfy the officer of his/her identity; or is designated as part of an irregular arrival by the Minister of Public Safety.

Canada

Detention provisions

Detention is subject to administrative and judicial review provisions. Within 48 hours of an officer's decision to detain, a second CBSA officer will review the decision and consider any new information. If the officer determines that the grounds for detention no longer exist, the person may be released under certain conditions. A person who has been detained for 48 hours must appear as soon as possible before a member of the Immigration Refugee Board (IRB) Immigration Division to review the detention decision.

The IRB is an impartial and independent quasi-judicial tribunal. During the detention review, a CBSA hearing officer must present information to justify the continuation of the detention. The burden is always on the CBSA to establish that legitimate grounds for detention still exist and that detention is proportional in all the circumstances. The detained individual has the opportunity to make submissions in response and be represented by legal counsel. The IRB member decides if the individual should remain in detention or be released with or without conditions. If the person is not released, the IRB member must review the case again in seven days and then every 30 days after that. The IRB always provides reasons for its decisions and they are subject to judicial review with leave from the Federal Court.

The CBSA recognizes that detaining an individual is a serious matter. Detention is a last resort and alternatives are always considered. CBSA officers are further guided by detention program guidelines. Guidelines clearly indicate that officers must consider alternatives to detention before ordering a person detained. The CBSA relies upon a variety of alternative measures to detention when appropriate, such as reporting requirements, paying a deposit, and posting a guarantee. A decision to detain is made on a case-by-case basis and officers always consider the impact that releasing someone into the community would have on the safety of Canadians.

In practice, detention is normally resorted to at the beginning of the enforcement process if the identity of the person is not established or where the person is believed to be a danger to the public; and at the end of the process if removal is expected and the person is unlikely to appear for removal.

Minors

Section 60 of the IRPA stipulates that a minor child shall be detained only as a measure of last resort, taking into account the other applicable grounds of detention and criteria including the best interest of the child. Regulation 249 outlines the special considerations that apply in relation to the detention of minor children (less than 18 years of age):

- The availability of alternative arrangements with local child-care agencies or child protection services for the care and protection of the minor children;
- The anticipated length of detention;
- The risk of continued control by the human smugglers or traffickers who brought the children to Canada;

- The type of detention facility envisaged and the conditions of detention;
- The availability of accommodation that allows for the segregation of the minor children from adult detainees who are not the parent of the adult legally responsible for the detained minor children; and
- The availability of services in the detention facility, including education, counselling and recreation.

Designated irregular arrival detention provisions

This rarely used provision allows the Minister of Public Safety the authority to designate the arrival of persons in Canada as an irregular arrival when it is proven that the examinations of the persons in the group, particularly for the purpose of establishing identity or determining inadmissibility of the persons involved in the arrival, and any related investigations concerning persons in the group, cannot be conducted in a timely manner; or when there are reasonable grounds to suspect that, in relation to the arrival of the group, there has been or will be a contravention of subsection 117(1) related to organized human smuggling, for profit, or for the benefit of, at the direction of, or in association with a criminal organization or terrorist group. When a designation is made, a foreign national who is part of the group whose arrival is the subject of the designation becomes a designated foreign national. The designation in subsection 20.1(2) applies to all foreign nationals arriving as part of a designated arrival, except for persons referred to in section 19 (i.e., Canadian citizens and persons registered as Indians under the *Indian Act*) of IRPA and for foreign nationals who have the required documentation to enter Canada and who satisfy an officer that they are not inadmissible to Canada.

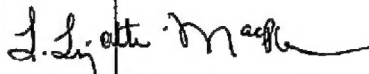
Individuals 16 years of age or older arriving as part of a designated irregular arrival are detained until a final positive decision by the IRB is made on their refugee claim or until they are ordered released by the IRB or by the Minister. The IRB will review a person's detention within 14 days after the person is taken into detention and then every six months thereafter. The IRB will decide based on the facts presented whether there are grounds to continue the individual's detention or to release the individual with mandatory terms and conditions. The Act allows individuals to make a request to the Minister of Public Safety for early release from detention. Under this provision, an individual may be released from detention if, in the Minister's opinion, exceptional circumstances exist that warrant the person's release.

The Minister may also, on his/her own initiative and at any time, release an individual from detention if the Minister is satisfied that the reasons for detention no longer exist. In cases where release is granted by the IRB, mandatory conditions of release will be imposed, and other additional conditions could be imposed by the IRB.

LEGAL IMPLICATIONS

In the regular scheme, the Minister has no authority to release individuals. The authority to release within the first 48 hours rests with an officer as per section 56 of IRPA. After the detention has been reviewed by the Immigration Division of the IRB, neither the Minister nor the officer has authority to release individuals as per sections 57 and 58 of IRPA. The authority rests with the IRB and, if the officer is of the view that the individual should be released before the next detention review scheduled within 30 days, it is possible for the officer to ask the IRB for an earlier hearing date. At the hearing, the officer would present arguments in favour of release and conditions to be imposed on the individual.

Please note that the CBSA is preparing further information to brief you and your staff regarding the detention strategy in the upcoming weeks.

 FEB 22 2016

Linda Lizotte-MacPherson
President

ATTACHMENT

1. Annex A- Authority to detain a person

c.c.: Mr. François Guimont, Deputy Minister
Public Safety Canada

Annex A

Authority to detain a person

Section 55 of the *Immigration and Refugee Protection Act* identifies the grounds on which an officer may detain a permanent resident or foreign national, and the circumstances under which a warrant is required.

<p>Arrest and detention with warrant</p> <p>An officer may issue a warrant for the arrest and detention of a permanent resident or a foreign national who the officer has reasonable grounds to believe:</p> <ul style="list-style-type: none"> • is inadmissible; and • is a danger to the public; or • is unlikely to appear for examination, an admissibility hearing or removal from Canada. 	<p>A55(1)</p>
<p>Arrest and detention without warrant</p> <p>An officer may, without a warrant, arrest and detain a foreign national, other than a protected person, who the officer has reasonable grounds to believe:</p> <ul style="list-style-type: none"> • is inadmissible; and • is a danger to the public; or • is unlikely to appear for examination, an admissibility hearing, removal from Canada, or at a proceeding that could lead to the making of a removal order by the Minister's delegate under subsection A44(2); or • if the officer is not satisfied as to the identity of the foreign national in the course of any procedure under this Act. 	<p>A55(2) A95(2) (protected person)</p>
<p>Detention without warrant on entry into Canada</p> <p>A permanent resident or a foreign national may, on entry into Canada, be detained if an officer</p> <ul style="list-style-type: none"> • considers it necessary to do so in order for the examination to be completed; or • has reasonable grounds to suspect that the permanent resident or foreign national is inadmissible on grounds of security or for violating human or international rights. 	<p>A55(3)(a) and A55(3)(b)</p>

Arrest and detention – designated foreign national

If a designation is made under subsection 20.1(1), an officer must

- detain, on their entry into Canada, a foreign national who, as a result of a designation, is a designated foreign national and who is 16 years of age or older on the day of the arrival that is the subject of the designation; or
- arrest and detain without a warrant, or issue a warrant for the arrest and detention of, a foreign national who, after their entry into Canada, becomes a designated foreign national as a result of the designation and who was 16 years or older on the day of the arrival that is the subject of the designation.

A55(3.1)(a) and
A55(3.1)(b)

President's Office Time Stamp / Timbre dateur du bureau du président

Canada Border Services Agency / Agence des services frontaliers du Canada

PROTECTED A / PROTÉGÉ A

FEB 16 14:00

CBSA/ASFC-16-00676

ROUTING SLIP/BORDEREAU D'ACHEMINEMENT

Name and Telephone Number/ Nom et numéro de téléphone		Initials and date/ Initiales et date	Action	Information
President/Présidente Linda Lizotte-MacPherson		2 FEB 22 2013	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Seman			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vice-President/ Vice-président Martin Bolduc		17/02	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Associate Vice-President/ Vice-président délégué Peter Hill			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Senior General Counsel/ Avocat général principal Tom Saunders		Feb 16/16	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A/Director General/ Directrice générale p.i. Lesley Soper		16 Feb 16.		
A/Executive Director/ Directeur exécutif p.i. Carl Desmarais				
<p>Subject/Objet : MINO - Briefing Note on Detention</p> <p>Action/Mesure : For Approval / Pour approbation</p> <p>BF/AR : February 15, 2016</p> <p>Please find attached, for your review and approval, a briefing note on Detention following the February 9th briefing and questions answered by the Minister's authorities.</p> <p>MINO has requested a briefing note, with focus on legislative authorities (namely to detain and release a foreign national), as well as clarity on the roles and responsibilities of the Canada Border Services Agency (CBSA) versus the Immigration and Refugee Board Canada and the Minister of Public Safety</p>				

CBSA VP/AVP - Programs Branch
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CBSA VP/AVP - Programs Branch
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ASFC VP/VPD - Direction générale des Programmes

FEB 05 2016



Canada Border Services Agency
Agence des services frontaliers du Canada

PROTECTED B

For information

**DAIRY FARMERS OF CANADA
THE DUTY DEFERRAL PROGRAM AND DIAFILETERED MILK**

For the Minister

PURPOSE

To provide you with an update on the two separate issues raised by the Dairy Farmers of Canada.

ISSUE

The Dairy Farmers of Canada have concerns on the following issues that potentially may circumvent Canada's supply management system and may negatively impact its farmers and processors:

- a) The diversion of supply managed agricultural commodities such as milk products into the domestic economy through the Duties Relief Program (DRP) and Drawback Programs (DP), two components of the Duty Deferral Program;
- b) There is a perceived discrepancy in the application of the term diafiltered milk, also known as liquid milk protein substances (MPS), by the Canada Border Services Agency (CBSA) for tariff classification purposes and by the Canadian Food Inspection Agency (CFIA) for its domestic cheese composition standards.

BACKGROUND

The Agency has been aware of concerns raised by the Dairy Farmers of Canada and has been actively engaged with industry stakeholders and other government departments to address them.

Duties Relief and Drawback Programs

The Agency's DRP and associated DP relieve duties on imported goods that are subsequently exported, subject to certain conditions. These programs were initially designed for the manufacturing industry, not for supply managed goods such as dairy and chicken products. The Agency's programs have much more lenient timelines and criteria than the similar Import for Re-Export Program (IREP) for supply managed goods administered by Global Affairs Canada (GAC), which has been in existence for several decades.

Canada

PROTECTED B

Diafiltered Milk

Canada's supply management system limits the quantity of milk and cream that can be imported into Canada. However, under the *Customs Tariff* MPS are not classified as milk but are correctly classified as a concentrated form of protein obtained from milk. Although still subject to Canada's supply management system, the *Customs Tariff* allows MPS (both liquid and powder) manufactured in the United States to be imported duty-free.

MPS have traditionally been imported in a powdered form which cannot be used as a substitute for milk in the manufacture of cheese. However, liquid MPS, which are relatively new to the market, have been used in the manufacturing of cheese as a milk substitute, which can replace up to 50 percent of the dairy content. This is a concern for the Dairy Farmers of Canada as it displaces milk that was previously sourced domestically, and thus undermines Canada's supply management system.

STATUS

Duties Relief and Drawback Programs

PROTECTED B

Diafiltered Milk

The CBSA has conducted a review of the tariff classification of liquid MPS products and is confident that the Agency is correctly applying the definition of MPS found in the *Customs Tariff*. It is the responsibility of the CFIA to enforce the use of MPS in the manufacturing of cheese, which the Agency interprets to be the primary concern of the Dairy Farmers of Canada.

NEXT STEPS:

Duties Relief and Drawback Programs

Diafiltered Milk

Although the CBSA plays no role in the application of the domestic cheese compositional standards or the enforcement of these standards, which falls under the purview of the CFIA, the CBSA will support the CFIA in measures to address this issue, as appropriate.

The CBSA is convening late Friday afternoon with OGD's to further explore the options. Please note that I am available to discuss, or have CBSA officials brief your staff, at your convenience.



Linda Lizotte-MacPherson
President

FEB - 5 2016

c.c.: Mr. François Guimont, Deputy Minister
Public Safety Canada



Canada Border
Services Agency

Agence des services
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For information

BORDER CONTROLS FOR CERTAIN SUPPLY-MANAGED AGRICULTURAL GOODS

For the Minister

PURPOSE

To provide you with an update on issues raised by Canada's farming industry of agricultural supply-managed goods.

ISSUE

The Chicken Farmers of Canada and the Dairy Farmers of Canada have continued to assert longstanding concerns on the following issues that potentially may circumvent Canada's supply management regime and may negatively impact its farmers and processors:

- The diversion of supply managed agricultural goods into the domestic economy through the Duties Relief and Drawback programs;
- The misclassification of imported broiler chicken meat as spent fowl which is duty-free and imported free of quota; and
- Sauce packets can be added to poultry products that would normally be subject to import quotas which lawfully allow them to be imported free of quota.

BACKGROUND

Duties Relief Program

The Agency's Duties Relief Program (DRP) and associated Drawback Program (DP) relieve duties on imported goods that are subsequently exported, subject to certain conditions. These programs were initially designed for the manufacturing industry, not the supply managed goods industry, and has much more lenient timelines and criteria than the similar Import for Re-Export Program (IREP) for supply managed goods administered by Global Affairs Canada (GAC), which has been in existence for several decades. The IREP allows importers of supply-managed agricultural products (chicken and chicken products; turkey and turkey products; dairy products; eggs and egg products and broiler hatching eggs) to bring in goods duty-free if they are to be used in a product that will be quickly exported.

The transition from the IREP to the DRP began in 2012 when GAC, through increased verification of program compliance, disqualified certain manufacturing processes and removed companies using these processes from the IREP (13 as of January 1, 2016).

Some of the differences between the IREP and the DRP/DP include:

- Substitution of goods is not allowed under the IREP but are allowed under the DRP and the DP;
- Re-export must occur within three to six months under the IREP and four years under the DRP and the DP; and
- Participants must submit monthly reports under the IREP; there are no reporting requirements for the DRP and the DP.

The following 2015 statistics illustrate the composition of the DRP importations of supply managed goods (see annex 1):

- 98 percent of importations (chicken and dairy products) were of USA origin, the remaining two percent (dairy products only) were of New Zealand origin.
- 88 percent of importations were chicken products and 12 percent were dairy products.
- 48 million kilograms of chicken products were imported deferring \$427 million of duties; 6 million kilograms of dairy products were imported deferring \$92 million of duties.
- Volumes imported in the last five years have increased by 4,500 percent.

Based on the concerns of the Chicken Farmers of Canada, the Canada Border Services Agency (CBSA) conducted 25 post-release verifications in 2013 and 2014 to determine whether importations of chicken were being properly declared as broiler chicken or spent fowl. These verifications were non-resultant as no instances of misclassification were found.

Spent Fowl

Spent fowl is a less expensive and lower quality grade of poultry meat than broiler chicken which is in greater consumer demand and subject to tariff rate quotas. The Agency has been actively engaged with AAFC, GAC and Finance Canada in order to address concerns of the poultry industry regarding the circumvention of the supply management system by the misclassification of broiler chicken as spent fowl. The AAFC is leading the discussion on spent fowl certification in consultation with the Agency and other government departments.

One option under consideration is leveraging the existing United States Department of Agriculture Fowl Meat Verification Program and

Sauce packets

The *Customs Tariff* includes provisions for poultry products known as 'specially defined mixtures' that are not subject to the supply management system.

STATUS

The CBSA has been aware of the concerns raised by The Chicken Farmers of Canada and the Dairy Farmers of Canada and has been actively engaged with industry stakeholders and other government departments to address them.

The GOC concluded the negotiations of the TPP free trade Agreement on October 5, 2015. The Agreement will only come into effect following approval and ratification by Parliament. Concurrent to the conclusion of negotiations, the previous GOC announced a new, comprehensive set of programs and initiatives to benefit and support Canadian producers and processors of supply-managed goods throughout the implementation of the TPP. Of particular importance to the CBSA, the Government announced that it intends to enhance Border Controls through the following anti-circumvention measures intended to:

- Exclude supply-managed products from the Government's DRP and Drawback DP;
- Require certification for importations of spent fowl; and
- Prevent importers from circumventing import quotas by adding sauce packets to certain chicken products.

While certain other government departments may be leading any necessary legislative changes or related discussions, the CBSA will be responsible for administering the new anti-circumvention measures.

The Agency would be responsible for administering these proposed Border Controls on behalf of the responsible government departments and will continue to work closely with them to ensure that these proposals maintain the integrity of Canada's supply management regime and are operationally feasible.

Affected industries, including farmers and manufacturers that produce or import supply managed goods, will have varying views on the announcement of any regulatory changes to the DRP and DP aimed at strengthening anti-circumvention measures. The Border Controls measures announced concurrently with the TPP to support the supply management of goods are expected to be welcomed by most affected domestic industries, such as the Chicken Farmers of Canada and the Dairy Farmers of Canada. However, should these measures be enacted, criticism could be received from importers or domestic processors who were previously disqualified from the IREP and would now be excluded from the DRP and DP, or who can no longer use sauce packets as a specially defined mixture. Companies previously excluded from the IREP have the option to reapply to that program.

SECRET

NEXT STEPS

An official TPP signing ceremony by all concluding parties is planned to take place in New Zealand on February 4, 2016 (February 3rd in Canada)

The Agency will continue to support the GOC's direction in these Border Controls initiatives while ensuring operational feasibility of these administrative measures, and will further engage other government departments as required.

Please note that I am available to discuss, or brief you, at your convenience.

Linda Lizotte-MacPherson
President

ATTACHMENT

1. Duties Relief Program Supply Managed Importations

Duties Relief Program Supply Managed Importations

chicken

Calendar Year	# of Importers	Kilograms Imported	Duties Deferred	# of Importers	Kilograms Imported	Duties Deferred	# of Importers	Volumes Imported	Duties Deferred
March 2016	16	3,375,000	\$28,170,000	0	0	\$0	9	35,095 HLT 188,380 KGM	\$6,733,000
February 2016	14	3,709,000	\$31,848,000	0	0	\$0	9	31,386 HLT 188,156 KGM	\$6,316,000
January 2016	13	3,332,000	\$27,309,000	0	0	\$0	7	24,499 HLT 148,874 KGM	\$4,855,000
2015	15	48,141,000	\$426,620,000	0	0	\$0	8	305,000 HLT 5,300,000 KGM	\$91,584,000
2014	12	37,935,000	\$350,435,000	2	84,000	\$623,000	6	392,000 HLT 2,746,000 KGM	\$83,728,000
2013	17	31,710,000	\$248,625,000	4	488,000	\$2,850,000	9	181,000 HLT 2,077,000 KGM	\$40,770,000
2012	9	9,725,000	\$69,000,000	3	215,000	\$1,400,000	3	810,000 KGM	\$6,600,000
2011	5	1,100,000	\$7,900,000	0	0	\$0	6	550,000 KGM	\$4,900,000
2010	3	500,000	\$4,600,000	1	13,000	\$73,000	5	675,000 KGM	\$6,800,000
2009	6	475,000	\$4,400,000	0	0	\$0	5	4,700,000 KGM	\$5,600,000
2008	4	620,000	\$4,800,000	3	55,000	\$162,000	2	715,000 KGM	\$7,300,000

NOTE:

HLT = hectolitres and KGM = kilograms

Poultry quantities are in actual kilograms and have not been converted to eviscerated weights

This chart reflects import data as of March 31, 2016 and is subject to change.

Annex 2									
Calendar Year	# of Importers	Kilograms Imported	Duties Deferred	# of Importers	Kilograms Imported	Duties Deferred	# of Importers	Volumes Imported	Duties Deferred
2016 Q1	14	10,416,000	\$87,327,000	0	0	\$0	0	90,980 HLT 525,410 KGM	\$17,904,000
2015 Q4	16	12,687,000	\$98,259,000	0	0	\$0	11	54,835 HLT 1,851,210 KGM	\$26,322,000
2015 Q3	16	13,379,000	\$120,713,000	0	0	\$0	6	53,334 HLT 1,158,587 KGM	\$20,028,000
2015 Q2	14	11,238,000	\$110,102,000	0	0	\$0	8	89,245 HLT 1,458,934 KGM	\$22,717,000
2015 Q1	13	10,837,000	\$97,546,000	0	0	\$0	5	107,250 HLT 831,000 KGM	\$22,517,000
2014 Q4	13	9,860,000	\$89,155,000	0	0	\$0	5	67,190 HLT 810,000 KGM	\$16,838,000
2014 Q3	12	8,950,000	\$93,045,000	0	0	\$0	6	85,125 HLT 715,000 KGM	\$20,430,000
2014 Q2	10	9,850,000	\$97,050,000	0	0	\$0	6	100,700 HLT 544,000 KGM	\$17,260,000
2014 Q1	12	9,275,000	\$71,185,000	2	84,000	\$623,000	5	139,150 HLT 676,500 KGM	\$29,200,000
2013 Q4	12	8,534,000	\$61,125,000	1	30,500	\$223,000	5	81,000 HLT 367,500 KGM	\$11,620,000
2013 Q3	17	8,676,000	\$74,000,000	2	105,000	\$625,000	9	64,000 HLT 671,000 KGM	\$14,750,000
2013 Q2	13	7,000,000	\$60,000,000	4	177,000	\$980,000	5	36,000 HLT 828,000 KGM	\$12,700,000
2013 Q1	15	7,500,000	\$53,500,000	2	175,000	\$1,000,000	3	210,000 KGM	\$1,700,000

**HLT = Hectolitre

Chicken									
Calendar Year	# of Importers	Kilograms Imported	Duties Deferred	# of Importers	Kilograms Imported	Duties Deferred	# of Importers	Kilograms Imported	Duties Deferred
May 2016	15	2,924,000	\$24,632,000	0	0	\$0	12	30,433 HLT 415,300 KGM	\$7,845,000
April 2016	13	2,512,000	\$19,764,000	0	0	\$0	11	34,531 HLT 270,711 KGM	\$7,400,000
March 2016	16	3,375,000	\$28,170,000	0	0	\$0	9	35,095 HLT 188,380 KGM	\$6,733,000
February 2016	14	3,709,000	\$31,848,000	0	0	\$0	9	31,386 HLT 188,156 KGM	\$6,316,000
January 2016	13	3,332,000	\$27,309,000	0	0	\$0	7	24,499 HLT 148,874 KGM	\$4,855,000
December 2015	17	4,147,000	\$31,460,000	0	0	\$0	12	15,818 HLT 306,390 KGM	\$5,704,000
November 2015	15	4,027,000	\$30,651,000	0	0	\$0	10	20,151 HLT 1,146,320 KGM	\$13,427,000
October 2015	15	4,513,000	\$36,148,000	0	0	\$0	10	18,866 HLT 398,500 KGM	\$7,191,000
September 2015	15	5,171,000	\$46,752,000	0	0	\$0	5	15,963 HLT 799,800 KGM	\$10,358,000
August 2015	15	3,761,000	\$34,058,000	0	0	\$0	5	16,872 HLT 160,153 KGM	\$3,701,000
July 2015	17	4,447,000	\$39,903,000	0	0	\$0	8	20,499 HLT 198,634 KGM	\$6,069,000
June 2015	17	4,023,000	\$38,896,000	0	0	\$0	8	19,740 HLT 249,042 KGM	\$5,401,000
May 2015	11	3,774,000	\$37,050,000	0	0	\$0	8	33,016 HLT 190,892 KGM	\$6,275,000
April 2015	13	3,434,000	\$34,020,000	0	0	\$0	8	36,490 HLT 1,019,000 KGM	\$11,041,000
March 2015	14	4,020,000	\$36,686,000	0	0	\$0	6	40,960 HLT 382,000 KGM	\$9,872,000

February 2015	13	3,302,000	\$31,000,000	0	0	\$0	4	35,140 HLT 326,000 KGM	\$7,975,000
January 2015	13	3,515,000	\$29,860,000	0	0	\$0	6	31,150 HLT 123,000 KGM	\$4,670,000
December 2014	13	3,260,000	\$27,130,000	0	0	\$0	6	20,600 HLT 503,000 KGM	\$7,754,000
November 2014	12	2,950,000	\$25,260,000	0	0	\$0	5	22,405 HLT 95,000 KGM	\$3,170,000
October 2014	13	3,650,000	\$36,765,000	0	0	\$0	5	24,185 HLT 212,000 KGM	\$5,914,000
September 2014	11	2,750,000	\$27,500,000	0	0	\$0	7	24,600 HLT 258,000 KGM	\$6,765,000
August 2014	12	3,000,000	\$30,245,000	0	0	\$0	5	28,225 HLT 160,000 KGM	\$5,065,000
July 2014	14	3,200,000	\$35,300,000	0	0	\$0	5	32,300 HLT 297,000 KGM	\$8,600,000
June 2014	10	3,250,000	\$32,850,000	0	0	\$0	6	28,700 HLT 318,000 KGM	\$7,500,000
May 2014	11	3,400,000	\$34,200,000	0	0	\$0	6	30,000 HLT 136,000 KGM	\$4,400,000
April 2014	10	3,200,000	\$30,000,000	0	0	\$0	6	42,000 HLT 90,000 KGM	\$5,358,637
March 2014	12	3,100,000	\$25,300,000	2	27,000	\$187,000	6	46,500 HLT 139,500 KGM	\$7,400,000
February 2014	11	2,950,000	\$22,500,000	2	37,000	\$283,000	5	52,000 HLT 410,000 KGM	\$15,000,000
January 2014	13	3,225,000	\$23,385,000	1	20,000	\$153,000	5	40,650 HLT 127,000 KGM	\$6,800,000
December 2013	12	2,534,000	\$18,200,000	1	11,000	\$83,000	4	25,000 HLT 46,500 KGM	\$3,020,000
November 2013	11	2,900,000	\$20,425,000	0	0	\$0	5	30,000 HLT 60,000 KGM	\$3,500,000
October 2013	11	3,100,000	\$22,500,000	1	19,500	\$140,000	5	26,000 HLT 261,000 KGM	\$5,100,000



PROTECTED A

For information

UPDATE ON THE CANADA BORDER SERVICES AGENCY'S MUTUAL RECOGNITION ARRANGEMENTS

For the President

PURPOSE

To provide information on the Canada Border Services Agency's (CBSA) Mutual Recognition Arrangement (MRA) negotiations and future engagement.

ISSUE

The CBSA is currently negotiating MRAs with the

and plans to sign all three MRAs in 2016. Initiation of future engagements will depend on the implementation timelines of current negotiations and partner country readiness.

BACKGROUND

An MRA is a formal document between two customs administrations, typically signed by the heads of each, signifying that both apply similar security standards and site validation practices when approving companies for membership in their respective Authorized Economic Operator (AEO) programs. The MRA allows both countries to recognize each other's members as trusted traders and grant them similar benefits, allowing the CBSA to focus resources on targeting high and unknown risk shipments while expediting legitimate cargo. The key MRA benefit is a reduced risk score in each Customs administration's risk assessment system, such that trusted cargo is less likely to be examined at the border, increasing predictability and saving time. Indirect benefits include marketability for companies and facilitated export access to foreign markets. Currently, the CBSA has MRAs in place with the United States, Japan, Korea and Singapore.

MRAs are not treaties and are normally not legally binding. The negotiations are conducted in four phases: Phase 1 (Program Comparison), Phase 2 (Site Validation Observations), Phase 3 (Text Negotiation and Signing), and Phase 4 (Implementation).

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STATUS

Work towards an MRA Phases 1 and 2 are complete, with site validation observations taking place in Canada in October 2014, Phase 3 is ongoing and Phase 4 has been initiated with an information technology (IT) project for

The CBSA's data exchange process is currently done manually and automation will lay the foundation to automate with other MRA partners and demonstrate Canada's leadership in Globally Networked Customs.

SAT- Mexico

Work towards an MRA with SAT began in September 2014. Phases 1 and 2 are complete, with site validation taking place in Mexico in May 2015, and then in Canada in June 2015, and Phase 3 is progressing. SAT has proposed that signing take place in Mexico in May 2016, at the World Customs Organization 3rd Global AEO Conference. An official invitation is forthcoming.

ITA-Israel


The CBSA and ITA began negotiations in November 2014, and in July 2015, the CBSA travelled to Israel to conduct the site validation. The Agency hosted a delegation from Israel in November 2015, thereby completing Phase 2. Phase 3 is underway and signing opportunities are being explored for early 2016.

NEXT STEPS

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MRAs support supply chain security and trade facilitation and fulfil Canada's commitment to engage in mutual recognition negotiations as outlined in the World Customs Organization *SAFE Framework of Standards to Secure and Facilitate Global Trade* and the World Trade Organization *Agreement on Trade Facilitation*.

he CBSA also plans to explore MRA engagement with in consideration of their recent letter of interest, which is explained in a separate briefing note to you.


for Martin Bolduc, Vice-President
Programs Branch 11/1/16





ATTACHMENT

1. CBSA MRA Dashboard, December 16, 2015

Mutual Recognition Arrangements (MRA)

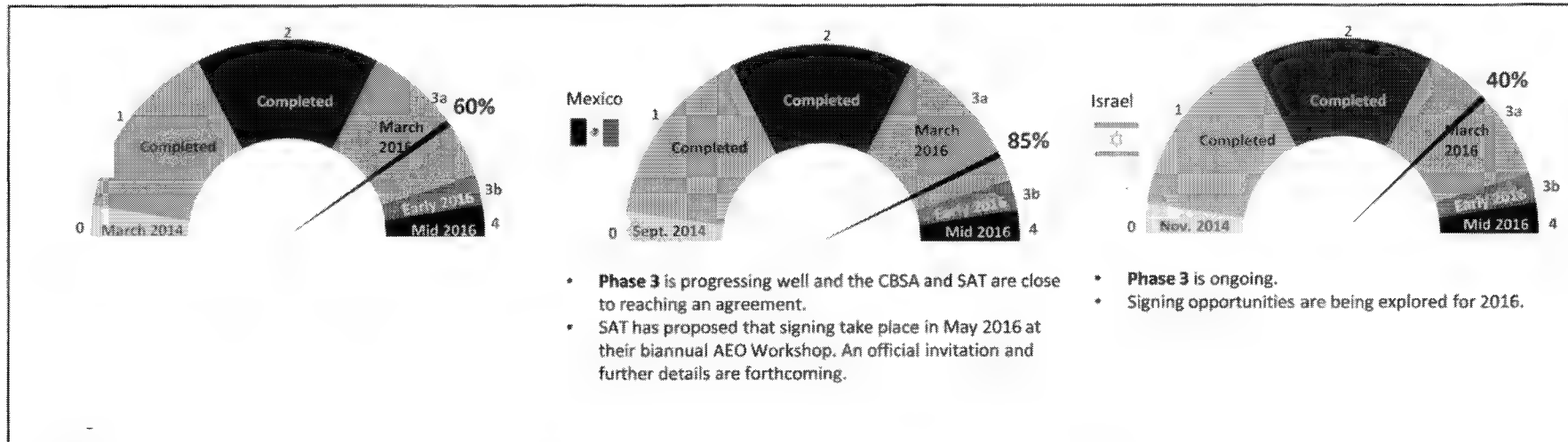
Updated: January 6, 2016

MRAs SIGNED AND IMPLEMENTED:

2008  United States 2010  Japan 2010  Singapore 2010  Republic of Korea

MRAs IN PROGRESS: (% represents progress of each MRA Phase)

Phase 3 dates have changed from December 2015 to March 2016 for all three negotiations.



MRA Phases*

- 0 **Initiation:** Establish and identify contacts; gauge timelines, formal initiation letters from Administration leaders (1-2 months).
- 1 **Program Comparison:** AEO program overview; conduct program analysis; compare policies, procedures and documentation (3-4 months).
- 2 **Site Validation Observations:** Conduct joint site visits and determine compatibility of the validation process (2 months).
- 3a **Text Completion and b Signing:** Negotiate MRA wording between Customs-to-Customs (4-6 months). Signing opportunities vary by country and available events, i.e. WCO Policy Commission
- 4 **Implementation:** Exchange membership data to achieve mutual recognition. This can occur immediately or may take several months (i.e. manual vs. automated systems).

*Phases may be worked on concurrently. Average time to complete an MRA is 1 to 1.5 years.

FUTURE MRAs:

Country	Initiation	Time Required	Considerations
	Q4 FY 2015-2016	2+ years	
	Q1 FY 2016-2017	1 to 1.5 years	Australia is a member of the Border Five (B5) and has expressed interest in MRA engagement.



Canada Border
 Services Agency

Agence des services
 frontaliers du Canada

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For information

MUTUAL RECOGNITION ARRANGEMENTS

For the Minister

PURPOSE

To provide an overview of the Canada Border Services Agency's (CBSA) current and future Mutual Recognition Arrangement (MRA) engagement regarding Authorized Economic Operator (AEO) programs.

ISSUE

The initiation of MRAs with foreign customs administrations is a priority for the CBSA because those arrangements support the Government of Canada's security and economic opportunity commitments by increasing the security of the international supply chain and facilitating the flow of legitimate trade.

BACKGROUND

AEOs are parties involved in the international movement of goods (e.g. manufacturers, importers, exporters, brokers or carriers) that have been approved by a customs administration as complying with the World Customs Organization's supply chain security standards. The CBSA's AEO is called the Partners in Protection (PIP) program.

An MRA is a formal document between two customs administrations, typically signed by the heads of each. The MRA signifies that both administrations apply similar security standards and site validation practices when approving members in their respective AEO programs. The MRA allows both countries to recognize each other's members as trusted traders and grant them similar benefits, such as facilitation at the border.

MRAs contribute to the CBSA's mandate to support national security, public safety and the facilitation of goods (and people) by allowing the CBSA to focus resources on targeting high and unknown risk shipments while expediting legitimate cargo. Moreover, the enhanced security and trade facilitation resulting from MRAs supports your mandate from the Prime Minister and

PROTECTED A

commitments in the Speech from the Throne to improve economic opportunity and security for Canadians.

MRA engagement is established by a priority setting exercise. It begins with an internal analysis that includes factors such as CBSA and Government of Canada priorities, trade volume, and maturity of a country's AEO program. Strategic consideration is then given to countries with complementary agendas, those that make requests for MRA engagement. Lastly, given our close partnership with the United States Customs and Border Protection (US CBP), the CBSA prioritizes countries that have an MRA with the US CBP or are working towards one.

STATUS

The CBSA has MRAs in place with the customs administrations of the United States, Japan, Korea and Singapore. Negotiations are currently ongoing with the administrations of the European Union, Israel and Mexico, with anticipated signing opportunities in 2016. In addition, capacity building assistance is being provided to Peru to strengthen their AEO program and supply information on MRAs.

NEXT STEPS

The CBSA will continue to negotiate MRAs to strengthen supply chain security and trade facilitation, and to support Canada's commitment to the World Trade Organization's *Agreement on Trade Facilitation*.

In 2016, the CBSA plans to initiate work towards an MRA with the customs administrations of China and Australia.

Linda Lizotte-MacPherson
President

c.c.: Mr. François Guimont, Deputy Minister
Public Safety Canada

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MRA Bullets for Associate Vice-President and Vice-President

Mutual Recognition Arrangement (MRA) Engagement Priorities

- The CBSA prepares a list of priority countries for MRA engagement based on internal analysis which takes into account 16 factors, such as trusted trader program maturity, the risks associated with a country, trade volume, existing bilateral agreements and CBSA and Government of Canada priorities, as well as strategic considerations.
- The prioritization exercise is limited to the approximately 45 countries that have a security based Authorized Economic Operator (AEO) programs, 30 of which are operational and an additional 15 in the pilot phase.
- The maturity of an AEO program is determined by a number of factors including: variety of lines of business (e.g. importer, exporter, carrier, etc.), number of members, years in operation, and number of MRA partners.
- Strategic considerations that may influence the list of priority countries include factors such as countries with complimentary agendas, or requests for MRA engagement.
- Given our close partnership with the United States Customs and Border Protection (US CBP) on AEO matters and the similarities between our programs, the CBSA also gives additional consideration to countries that have signed or are working towards an MRA with the US.

Note

Signed MRAs: United States (2008), Singapore (2010), Japan (2010) and Republic of Korea (2010)
 MRAs under negotiation: European Union, Mexico and Israel

MRA Privacy

- Although the CBSA's Partners in Protection (PIP) program is not established in legislation, the activities of the program, such as the collection and disclosure of information and the ability to enter into MRAs with foreign Customs authorities, are supported by the *Customs Act* and the *CBSA Act*, respectively.
- Applicants to the PIP program must read and acknowledge a Privacy Statement and complete a Certification and Authorization to Disclose Information (CADI) during the application stage. The CADI provides the CBSA with consent to share specific information with our MRA partner countries, for the purpose of receiving MRA benefits. Many other countries use a similar format for collecting consent to disclose information.
- Each MRA includes a section on information exchange between customs administrations which outlines protection and privacy of information.
- A Privacy Impact Assessment has been conducted for the PIP program. Consultations are currently ongoing between the Programs Branch and Corporate Affairs Branch to determine if any changes or updates are required.

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MRA Engagement with China

- Based on our analysis, consideration.

has been identified among the top 10 countries for MRA

JAN 12 2016



Canada Border
Services Agency

Agence des services
frontaliers du Canada

For action

PARTICIPATION OF THE CANADA BORDER SERVICES AGENCY IN THE TELEVISION SERIES *BORDER SECURITY: CANADA'S FRONT LINE*

For the Minister

PURPOSE

To provide you with a general overview of the participation of the Canada Border Services Agency (CBSA) in the television series *Border Security: Canada's Front Line*.

ISSUE

Force Four Entertainment, the production company for the show, is seeking the CBSA's support to produce a fourth season, following a one-year hiatus from filming. A decision will be required by the end of March. Mr. Rob Bromley, President of Force Four Entertainment, has also requested a meeting with you.

BACKGROUND

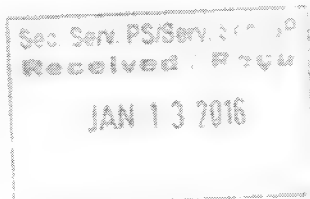
Force Four Entertainment and the CBSA came to an agreement in 2012 for a documentary series called *Border Security: Canada's Front Line*.

The series follows the day-to-day activities of border services officers (BSOs) at air, marine, and land ports of entry, as well as at mail processing centres. The episodes are not scripted, and they illustrate the realities and challenges faced by BSOs on the job, which has helped in officer recruitment efforts.

The series exposes viewers to the rules, laws, and regulations that apply when crossing the border into Canada and provides the CBSA with a unique opportunity to educate the public:

- To understand the impact of the show on its audiences, Shaw Media conducted an online survey in October 2013, with a total sample of 501 Canadians aged 18 or over who had viewed at least one *Border Security* episode. Results revealed that 87% of respondents felt that the show was educational, and 88% agreed that the show reinforced the important role that the CBSA plays.

Canada



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File No.
No. Dossier 6000-1
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The reach of the program, not only in Canada but around the world, is impressive:

- In Canada alone, 24,750,000 individual viewers have seen all or part of at least one episode. The series has been dubbed in French and airs on the Canal D network.
- With three seasons completed, episodes of *Border Security* have been dubbed in many languages and continue to air in over 50 countries, with a total current audience of approximately 60 million viewers worldwide.

Since the show started, 1,287 travellers have participated. Waivers (i.e. consent forms) are signed by all travellers and Agency staff who participate in the show.

Other countries have similar programs. *Border Security: Australia's Front Line* is the longest running of these, having aired continuously since 2004.

STATUS

Notwithstanding the waiver process, the CBSA was served with a notice of civil claim in March 2015 from an individual who appeared in an episode of the show. The CBSA was served with a second notice of civil claim (by the same lawyer who provided the first notice) in August 2015 from an individual citing violation of privacy rights. These cases were filed with the British Columbia Supreme Court, and no hearing dates have been scheduled.

Two individuals filed a privacy complaint against the CBSA after having appeared on the show. One of these individuals is one of the claimants mentioned above. The Federal Privacy Commissioner forwarded a preliminary report of findings in June 2015. The CBSA submitted a written response, but it has not yet received the Privacy Commissioner's final report on the matter. There is no schedule to which the Privacy Commissioner is held, so the Agency cannot predict when the Commissioner might release his findings.

After completion of the third season, negotiations commenced between the CBSA and Force Four Entertainment on an agreement for a fourth season. The draft agreement strengthened the consent obtained through a modified waiver process and was developed in collaboration with CBSA Legal Services to address the situations that led to the claims described above. However, discussions ceased when the federal election was called. In the absence of a signed agreement and the approval of the Minister, filming for the fourth season did not proceed.

Shaw Media (the distributor of the series) and Force Four Entertainment are currently exploring the creation of a few "best of" shows, using previously aired footage. Force Four Entertainment has indicated that filming for season four could commence in March 2016, which would require a decision from you by that time.

The CBSA is regularly approached by third party content producers. Most of these requests can be accommodated or refused on the basis of protocols similar to Agency media relations protocols. However, on occasion, the CBSA receives more complex unsolicited proposals that would require further consideration and review. For example, Trinôme, a Quebec-based production company, has approached the CBSA with a request to develop a reality television series geared toward francophone audiences. If you decide to continue with *Border Security*, you may want to consider creating an opportunity for a Quebec-based company, as *Border Security* has been criticized for a lack of original content in French. The Agency has therefore maintained contact with Trinôme.

The CBSA has also received a request to participate in a television project at the Edmonton International Airport (EIA) from Our House Media, which wants to give viewers a "look inside the workings of the airport" through a 10-episode series commissioned by the History Channel. Our House Media would like to include the CBSA in its storylines when relevant and feasible, as a "supporting" element along with others involved in airport operations. They would like to capture "b-roll" footage of CBSA commercial and traveller operations. The Prairie Region is in favour of participating, as the EIA has never been filmed, and management believes it would help the recruitment of officers.

COMMUNICATIONS CONSIDERATIONS

Regardless of whether *Border Security* (or any other show is filmed), the decision regarding filming of *Border Security* will attract media attention. As described, the show has a wide following and continues to be popular at the same time that it has attracted some criticism.

You may wish to explore the possibility of public consultations regarding the show, perhaps through the use of social media tools. PCO approval would be required, and you may wish to consult with colleagues before making a decision.

NEXT STEPS

Neither the CBSA nor the Minister is under any obligation to proceed with *Border Security* or any other show, but a decision regarding *Border Security* will be required by the end of March, 2016.

In light of the complaints against the show, the Agency would insist on a more rigorous consent process if any filming for the show were to proceed.

If you would like to explore the possibility of consultations, officials will work with your office to develop options for the approach. The President of Force Four Entertainment should also be consulted before proceeding with any decisions regarding public consultations.

If you would prefer no consultations on this issue, then we will prepare a decision memo to seek your direction regarding filming another season of *Border Security*.

RECOMMENDATION

I recommend that we explore the possibility of consulting on the filming of *Border Security*.

Please note that I am available to discuss, or have CBSA officials brief your staff, at your convenience.



JAN 12 2016

Linda Lizotte-MacPherson
President

Minister's response

I approve



I do not approve



MAR 01 2016

The Honourable Ralph Goodale, P.C., M.P.

Date

c.c.: Mr. François Guimont, Deputy Minister
Public Safety Canada

JAN 29 2010



Canada Border Services Agency
Agence des services frontaliers du Canada

For action

CBSA PARTICIPATION IN A DOCUMENTARY TELEVISION SERIES AT THE EDMONTON INTERNATIONAL AIRPORT

For the Minister

PURPOSE

To seek your direction regarding the Canada Border Services Agency's (CBSA) participation in a documentary television series at the Edmonton International Airport (EIA).

ISSUE

The CBSA has received an unsolicited proposal from Our House Media (OHM) asking for CBSA involvement in a 10-episode series commissioned by the History Channel.

BACKGROUND

The production company proposes to give viewers of the series a privileged look inside the workings of the airport. To provide a fulsome picture of the airport's day-to-day activities the production company would like to include the CBSA in their storylines when relevant and operationally feasible. The CBSA would play a supporting role along with other partners involved in airport operations at EIA.

This is a documentary style series, whereby the film crew would follow storylines at the airport as they develop. Officers would be interviewed regarding these or other storylines. For instance, if a storyline at EIA leads to CBSA involvement, they'd like to capture a post interview with the officer to explain the situation to the viewer.

The broadcast partner in Canada is the History Channel, and the international broadcast rights are controlled by the National Geographic Channel International (NGCI) group of networks. NGCI currently airs a very popular series called *Ultimate Airport Dubai* and they would like this project to take a similar approach to filming and production. Episodes of *Ultimate Airport Dubai* can be viewed on YouTube to get a general idea of how the proposed series might look and feel.

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Canada

The production company would also like to capture b-roll footage of our operations at EIA – including both traffic and commercial operations.

STATUS

OHM has provided the CBSA Prairie region communications staff with a project proposal that outlines the key aspects of the series (attached). Further discussions have taken place to introduce their concept and to familiarize themselves with the CBSA's facilities, and develop possible filming scenarios for the series.

They have been filming since December 2015 with the participation of EIA partners, but do not require CBSA's involvement to move forward with production.

CONSIDERATIONS

The proposed timing and location for this filming request does not represent a great inconvenience

The OHM production schedule calls for filming to be completed in February 2016, while

Notwithstanding the success of *Border Security*, the CBSA was served with two Notice of Civil Claims and a privacy complaint against the CBSA. That risk exists should the CBSA decide to participate in this series. As with Force Four Entertainment, the CBSA would need to strengthen the approach to obtaining consent and a Multimedia Agreement would need to be drafted. Official Languages considerations would also need to be taken into account.

The CBSA's participation is an opportunity to educate the public and to help the Agency fulfill our mandate. Our participation also offers an opportunity to showcase the Agency's operations at EIA for the first time and to highlight our contributions to the daily operations at this airport. Our participation could also provide a boost to the Agency's recruitment efforts in the Prairie region which has been a target area for recent recruitment campaigns.

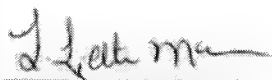
The CBSA Prairie Region Regional Director-General supports participation in the series.

NEXT STEPS

My officials will inform Our House Media of the decision once your direction has been received.

OPTIONS

☒ I recommend that you endorse the Agency's participation in the proposed documentary series by Our House Media.



JAN 29 2016

Linda Lizotte-MacPherson
President

Minister's response

I concur ☐

I do not concur ☐

The Honourable Ralph Goodale, P.C., M.P.

ATTACHMENT

1. Our House Media project proposal.
2. CBSA Third-Party Questionnaire



Edmonton International Airport

Proposal for Television Project: Our House Media

Overview

Our House Media is very interested in partnering with EIA to produce a general interest documentary television series about the airport and its day-to-day operations.

We would produce the series to give viewers a privileged look inside the workings of the airport. The series would be both entertaining and informative, but would always approach individual storylines from the perspective of the airport staff and management – seeing the type of issues they encounter on a daily basis and how they overcome any problems.

We are confident the series would be popular with viewers and that it would portray an overwhelmingly positive image of EIA and the people who make it tick.

Why Edmonton?

The obvious attraction of EIA is that it is the most northerly major airport in the country and that, therefore, it has to deal with challenges beyond those normally faced by international airports in more southerly locations.

But we are also impressed with the rapid growth and success of EIA, as well its track record in innovation when it comes to dealing with extreme weather and other problems. It seems as if there is a dynamic and forward-looking ethos at EIA which would give lots of energy to the series.

Where Would the Series Air?

Our preferred broadcast partner in Canada would be the History Channel. In the rest of the world it would be the National Geographic Channel International group of networks.

We have already had "in principle" discussions with both History and NGCI about this project and both are extremely interested. NGCI currently airs a very popular series called *"Ultimate Airport Dubai"* and they would like our project to take a similar approach to that show. You can view episodes of *"Ultimate Airport Dubai"* on YouTube to get a general idea of how our proposed series might look and feel.



Logistics of Filming

Typically a series of this nature could be anywhere between six and 10 episodes long. Each episode would be a television hour (which in reality means around 43 minutes).

We would ideally have two film crews working at the airport over a period of multiple weeks – roughly based on shooting one episode per week. So a six-part series would entail six weeks of filming, a 10-part would require 10. Each crew comprises a camera operator, a sound recordist and an assistant.

There would also be a director and a producer working across both crews. It sounds like a lot of people but we are very good at being unintrusive and at not getting in people's way!

Filming at an Airport

As a company we have a considerable well of experience of filming at airports and with airlines, so we are aware of that our movements would need to be fully planned out and approved by EIA in advance and that in many circumstances we would need to be escorted (we are happy to talk about contributing financially towards extra costs that EIA would incur by escorting our crews).

It goes without saying that our crews would be instructed to obey all appropriate instructions and directions relating to safety and airport regulations.

Joe Houlihan – President of Our House Media – would executive produce the series. He has made many documentary series based on the airline industry. He created the series "Airline" for the ITV network in the UK, featuring Britannia Airways and then Easyjet. The series was a huge hit and ran for 10 seasons.

Joe also brought "Airline" to North America, where three successful seasons featuring Southwest Airlines aired on A&E. In the UK "Airline" was filmed at airports including London-Luton, Manchester and Liverpool. In the USA the series filmed at LAX, Chicago Midway and Houston Hobby among others.

Joe also produced the airport-based series and specials "Holiday Airport" based in Palma, Majorca and Miami, Florida.



Our House Media?

OHM is a Canadian company founded two years ago by Joe Houlihan and Simon Lloyd. Prior to setting up their own company Joe and Simon were in charge of programmes (as EVP and CEO respectively) for Toronto-based Cineflix Productions - one of the largest TV production companies in North America. While there, they were responsible for many hit shows and hundreds of hours of production in Canada, the United States and beyond. Series created and produced by Joe and Simon include *American Pickers*, *Canadian Pickers*, *Property Brothers*, *Property Virgins*, *Food Factory*, *William Shatner's Weird or What* and many more.

Since establishing Our House Media they have continued to produce series for networks in Canada, the United States and internationally.

Next Steps

This is obviously a very brief outline so – if EIA is interested in discussing matters further – the next step would perhaps be for OHM to visit the airport to meet with the appropriate members of the management team to answer any questions and provide further details of the project.



Questionnaire for film, video and television requests (Project proposal requirements)

All proposals for film, video and television requests must include the following points:

1. **Requestor Information:** Identify the requester with name, address, telephone numbers, and e-mail address. Also include the names of producers, writers, and directors who are working on the project.

Requestor is Our House Media, 124 Merton St, Suite 203, Toronto, ON M4S 2Z2. Tel: 416 551 1032. Executive Producer Joe Houlihan (jhoulihan@ourhousemedia.com). Other production talent TBD.

2. **Project details¹:** Provide a script, treatment, story, storyboard or outline of the project in sufficient detail to allow the Canada Border Services Agency (CBSA) to evaluate the project's objectives and how the Agency would be portrayed. The project is a 10 x 60 documentary series for the History Channel, Canada, following the operations of Edmonton International Airport. Document attached with more detail.
3. **Funding:** Provide details regarding all sources of anticipated and secured funding for the project. Also, detail possible outcome of the project, if no third party funding is received. The series is being financed by History Channel, Canada and the CMF.
4. **Timeframe:** Identify project deadline(s) and production schedule. Filming to commence in late November 2015 and continue until approximately the end of March 2016, with some "pick-up" filming thereafter. Programme air dates will be at the discretion of History Channel.
5. **CBSA assistance²:** Provide details about the type of assistance that is requested from the CBSA. For example, use of uniformed border services officers, subject matter and technical experts, detector dogs, CBSA

¹ Note: CBSA's decision to assist with the production will be based, in part, on whether or not the production is authentic in its portrayal of actual persons, places, CBSA operations, and significant historical events. If fictional, the portrayal must depict a feasible or otherwise appropriate interpretation of CBSA programs, operations, and policies.

² Note: Because authenticity often requires technical expertise only available from the CBSA, the Agency may assist producers, writers, and directors in their efforts to develop a script. In cases where such assistance is needed or desired, the proposal must, nevertheless, include an outline of the project and specifically outline the required assistance from the CBSA.

spokesperson and/or other personnel, as well as access to specific of land, sea and air Ports of Entry and Customs Controlled Areas.

As part of our series about the workings of Edmonton International Airport we would like the ability to be able to include some of the very important work that the CBSA carries out at that location. We would welcome the opportunity to schedule some filming days with the CBSA going about their duties. This may include routine Border Services work but we would also like to talk about any initiatives for which the CBSA would welcome some media exposure (for example, detector dogs).

6. **CBSA and Government of Canada brand visuals and insignia** Will the project require the use of CBSA or Government of Canada visuals, including wordmarks, logos and symbols. If so, describe the contemplated use(s).
The filming is documentary style so, inevitably, symbols and insignia will be in shot if we are filming with CBSA staff. If any such are required not to be visible when the programmes go to air we are happy to "blur out" in the edit.
7. **Involvement of other organizations:** Provide detail on other public or private sector organizations who will be participating in the project. Detail their respective roles in the production and on-screen.
On-screen, we have access to: Edmonton International Airport; KLM/Air France; IcelandAir; Canadian North; Air China Cargo. We also have access requests pending with the RCMP and with various other businesses connected with the airport (other airlines, cargo handlers and so on).
8. **Privacy:** Describe how the privacy of individuals as well as public and private sector organizations are to be protected during production.
We will be using signage at the airport to inform members of the public that filming for a documentary series is taking place. Anyone who appears in any significant way in the content of the programmes will be requested to sign a release form. If they do not want to sign we will not include them in the programmes.
9. **Editing and revision:** Describe whether the CBSA will have the right to review and provide editorial feedback on the footage before release
We are happy to provide footage for the CBSA to view at a time when changes can still be made. We will give good faith consideration to any editorial feedback from the CBSA. And we commit to correct any factual inaccuracies identified by CBSA.

10. Veto rights: Describe whether the CBSA will be allowed to veto any portion(s) of the production.

We would like to discuss this further if possible. A veto would clearly be acceptable if, for example, something appearing in the series would jeopardise security, interfere with an ongoing investigation or compromise the safety of a CBSA operative (or other individual). If the veto was used for a trivial reason it might be more problematic. We would be happy to look into suggesting a form of words to cover circumstances in which a veto might be applicable if that would be helpful?

11. Rights to footage: Describe whether the CBSA will have the right to use the unedited or final footage for its own use or to re-package the footage for other uses.

Happy to discuss and no problem in principle.

12. Distribution: Identify the proposed distribution of the final production (i.e. studio, network, or other outlet). Outline the commitment(s) already obtained or anticipated from a recognized studio, Production Company, or other distributor. History Channel, Canada. The series will also be distributed internationally and will therefore air on channels around the rest of the world. The most likely partner for this would be a large media company that owns networks worldwide such National Geographic International, Discovery Networks International, A&E International or Scripps Networks International.



Canada Border
Services Agency

Agence des services
frontaliers du Canada

PROTECTED A

For action

REQUEST FOR CANADIAN ARMED FORCES ASSISTANCE FOR IRREGULAR MARINE ARRIVALS

For the President

PURPOSE

This note provides information for your approval and for your signature on the attached letter to the Minister of Public Safety. The letter requests the Minister to write to the Minister of National Defence to seek assistance from the Canadian Armed Forces (CAF), should there be another irregular marine arrival.

ISSUE

BACKGROUND

In October 2009 and August 2010, two vessels carrying a total of 568 migrants from Sri Lanka arrived on the west coast of Canada. In response to irregular marine arrivals, the Minister of National Defence agreed to provide CAF support for the CBSA and the Royal Canadian Mounted Police (RCMP). This agreement is renewed every year, and will expire on December 31, 2015.

As with past irregular marine arrivals,

THE CBSA

would process the migrants immediately upon their disembarkation. Subsection 273.6(2) of the *National Defence Act* states that the Minister of Defence may authorize the CAF to assist in any law enforcement matter at the request of the Minister of Public Safety, when it is in the national interest to do so, and when the matter cannot effectively be addressed without the assistance of the CAF.

PROTECTED A

RECOMMENDATION

Public Safety Canada (PSC) recommends that the CBSA and the RCMP both ask the Minister of Public Safety to write to the Minister of National Defence, addressing the needs of both organizations. As such, the CBSA and the RCMP have respectively drafted letters, which were approved by PSC and the Department of National Defence. Once the letters have been received by the Minister's Office, PSC will draft a single letter addressing both organizations needs and will send it to the Minister of Defence.

It is recommended that you sign the attached letter requesting that the Minister of Public Safety seeks the support of the Minister of National Defence

Caroline Xavier, A/Vice-President
Operations Branch

President's Response

I approve ☐

I do not approve ☐

Linda Lizotte-MacPherson

ATTACHMENT(S)

1. Letter to Public Safety Minister Goodale for your signature
2. Approved 2014 briefing note: Request for Canadian Armed Forces Assistance for Irregular Marine Arrivals

The Honourable Ralph Goodale, P.C., M.P.
Minister of Public Safety and Emergency Preparedness
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8

Dear Minister:

I am writing to seek your assistance in obtaining Canadian Armed Forces (CAF) support from the Minister of National Defence, on a department-to-department basis, pursuant to subsection 273.6(2) of the *National Defence Act*.

In 2010, the Minister of National Defence authorized the CAF to provide assistance to the Canada Border Services Agency (CBSA) with respect to the imminent arrival of the MV Sun Sea.

The mandate for responding to this type of incident rests with the CBSA and the Royal Canadian Mounted Police (RCMP).

While developing detailed national and regional operational plans for irregular marine arrivals, the CBSA

In consultation with the RCMP, the CBSA would require support from the CAF to ensure that the Government of Canada is prepared to deal with a vessel approaching Canada. Such support would include the following:

While this letter is for planning purposes only, I believe the assistance of the CAF is in the national interest and that an incident of this nature requires such support to be managed effectively. During preliminary discussions, officials from the CAF indicated that they are receptive to the CBSA's and the RCMP's requests for assistance subject to the authorization of the Minister of National Defence.

I am requesting your assistance in obtaining CAF support from the Minister of National Defence from the date of approval until December 31, 2016.

Your support in this matter is greatly appreciated.

Yours sincerely,

Linda Lizotte-MacPherson

The Honourable Ralph Goodale, P.C., M.P.
Minister of Public Safety and Emergency Preparedness
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8

Dear Minister Goodale:

I am writing to seek your assistance in obtaining from the Minister of National Defence, on a department-to-department basis, Canadian Armed Forces (CAF) support pursuant to subsection 273.6(2) of the *National Defence Act*.

In 2010, the Minister of National Defence authorized the CAF to provide assistance to the Canada Border Services Agency (CBSA) with respect to the imminent arrival of the *MV Sun Sea*.

The mandate for responding to this type of incident rests with the CBSA and the Royal Canadian Mounted Police (RCMP).

While developing detailed national and regional operational plans to ensure the efficient processing of irregular marine arrivals,

In consultation with the RCMP, the CBSA has determined that it requires the following support from the CAF to ensure that the Government of Canada is fully prepared to deal with a vessel approaching Canada:

- 2 -

I believe the assistance of the CAF is in the national interest and that an incident of this nature requires this assistance in order to be effectively managed. During preliminary discussions, officials from the CAF indicated that they are receptive to the CBSA and the RCMP requests for assistance and that the support required may be made available, subject to the authorization of the Minister of National Defence. The CBSA has thoroughly investigated the issues

I am therefore requesting your assistance in obtaining, from the Minister of National Defence, CAF support to the CBSA and the RCMP from the date of approval until December 31, 2016.

Your support in this matter is greatly appreciated.

Yours sincerely,

Linda Lizotte-MacPherson

L'honorable Ralph Goodale, C.P., député
Ministre de la Sécurité publique et de la Protection civile
269, avenue Laurier Ouest
Ottawa (Ontario) K1A 0P8

Monsieur,

Par la présente, l'Agence des services frontaliers du Canada (ASFC) sollicite votre concours, en votre qualité de ministre, en vue d'obtenir du ministre de la Défense nationale d'autoriser les Forces armées canadiennes (FAC) à nous prêter assistance aux termes du paragraphe 273.6(2) de la *Loi sur la défense nationale*. Dans le cadre de la mise au point de plans opérationnels détaillés que nous mettrons à exécution à l'échelle régionale et nationale pour assurer un contrôle efficace des migrants irréguliers qui arrivent par navire, l'ASFC

En 2010, le ministre de la Défense nationale a autorisé les FAC à prêter assistance à l'ASFC relativement à l'arrivée imminente du *MV Sun Sea*.]

et l'ASFC et la Gendarmerie royale du Canada (GRC) sont chargés d'intervenir dans de telles situations.

Après consultations auprès de la GRC, l'ASFC souhaite demander aux FAC de consentir une aide en la forme suivante afin que le gouvernement du Canada soit pleinement disposé à intervenir dans l'éventualité où un navire serait en route vers le Canada :

- 3 -

Vous devriez également recevoir une lettre de la part du commissaire de la GRC sollicitant votre concours pour obtenir l'aide des FAC

Nous estimons que l'aide des FAC est souhaitable dans l'intérêt national et nécessaire pour gérer efficacement la situation. Lors de discussions préliminaires, les représentants des FAC se sont dits prêts à accéder à la demande d'assistance présentée par l'ASFC et la GRC, précisant que l'aide requise sera offerte sous réserve de l'autorisation du ministre de la Défense nationale. L'ASFC a soigneusement examiné la question

Par conséquent, l'ASFC sollicite votre concours en vue d'obtenir du ministre de la Défense nationale d'autoriser les FAC à prêter assistance à l'ASFC et à la GRC, de la date d'approbation jusqu'au 31 décembre 2016.

Nous vous serions reconnaissants de votre aide dans ce dossier.

Je vous prie d'agréer, Monsieur, l'expression de mes sentiments les meilleurs.

Linda Lizotte-MacPherson

JAN 19 2016



Canada Border Services Agency
Agence des services frontaliers du Canada

PROTECTED B

For information

EVALUATION OF THE CRIMINAL INVESTIGATIONS PROGRAM

For the Minister

PURPOSE

To advise you that the attached evaluation of the Canada Border Services Agency (CBSA) Criminal Investigations Program (CIP) (see attachment 1) is scheduled for posting on the Agency's external website in January 2016. The publication of this report was delayed due to the federal election.

ISSUE

The purpose of the evaluation was to assess the relevance and performance of the CIP. Overall, the evaluation found that there is a continued need for the CIP and that it supports the mandate and priorities of the CBSA.

The evaluation also made four recommendations to improve the program, to which the CBSA responded by developing a management action plan and associated target timelines.

My predecessor approved the final report on the evaluation of the CIP on April 2, 2015, and it is now ready for posting.

BACKGROUND

The CBSA is responsible for providing integrated border services that support national security and public safety priorities and facilitate the free flow of persons and goods, including animals and plants, that meet all requirements under the program legislation. Under the CIP, the CBSA investigates and pursues the prosecution of persons who commit criminal offences in contravention of Canada's border-related legislation, including the *Customs Act* and the *Immigration and Refugee Protection Act*.

In fiscal year (FY) 2012–2013, the CBSA spent \$26.4 million to deliver the CIP. In the same FY, the program received 3,110 leads, opened 913 investigations, and concluded 547 cases.

PROTECTED B

The evaluation found that CBSA headquarters provides guidance to regional criminal investigations divisions on how to assess incoming referrals. However, because the decision process is not tracked electronically, it is impossible to know which factors led or did not lead to an investigation. Further, current program statistics do not link referrals to outcomes and cases. Therefore, it is not known which factors led to the successful conclusion of a case.

The evaluation recommended that the CBSA develop a performance measurement framework that links key indicators for each case from the initial referral stage to the final outcome, including the criteria for the various decision points. It was also recommended that the CBSA implement regular monitoring of program performance against intended outcomes and determine if activities are aligned with program objectives, including national priorities.

The evaluation also found that the CIP relies heavily on partnerships with other government departments (OGDs) to provide evidence for case files. The CBSA was granted investigative body designation (IBD) status in 2010, but obtaining information from OGDs to support a criminal investigation does not always happen in a timely manner, and the program is sometimes compelled to obtain a court order (production order) to fulfil and/or expedite the process.

In light of these findings, the evaluation recommended that the CBSA analyze the challenges in obtaining evidence from OGDs using its IBD status and consult with internal and external stakeholders to resolve identified barriers. It also recommended that the CBSA implement actions to mitigate identified barriers and monitor progress in obtaining evidence from OGDs using the IBD status.

The evaluation found that the program is being delivered cost-effectively. Its budget was reduced from FY 2011–2012 to FY 2012–2013 and was delivered under constraints related to systems, equipment, and modern investigative tools. Despite these constraints, the program performed well on a key performance indicator related to the number of cases accepted for prosecution by the Public Prosecution Service of Canada at nearly 100%.

Finally, case work increasingly involves mobile technology, such as smart phones. Officers require specific expertise and training to conduct digital forensic investigations. In light of this, the evaluation recommended that the CBSA develop options to deliver the digital forensic investigations service and to optimize the alignment of existing resources to support evolving demands, as well as implement and monitor the selected options.

PROTECTED B

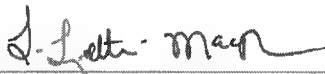
STATUS

The program reported that it has completed all four recommendations, and the Internal Audit and Program Evaluation Division has confirmed this.

The final evaluation report is now ready to be published, and media lines have been prepared (see attachment 2).

NEXT STEPS

The attached evaluation report will be posted, as per the Treasury Board guidelines, on the CBSA external website in January 2016.



JAN 19 2016

Linda Lizotte-MacPherson
President

ATTACHMENTS

1. Evaluation of the Criminal Investigations Program – Final report for publication
2. Evaluation of the Criminal Investigations Program – Media lines

c.c.: Mr. François Guimont, Deputy Minister
Public Safety Canada



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Border Services



Services frontaliers

MEDIA LINES

Evaluation of the Criminal Investigations Program

Date: January 12, 2015

For use by CBSA spokespersons only

ISSUE: In accordance with Treasury Board Secretariat policy, the CBSA has 120 days to publish the April 2, 2015 Evaluation of the Criminal Investigations Program.

BACKGROUND: The purpose of the evaluation was to assess the relevance and performance of the Criminal Investigations Program. This evaluation was identified as a priority for 2013-2014 in the CBSA Five-year Evaluation Plan, approved by the Executive Evaluation Committee in July 2013. The evaluation contained four recommendations, and found that the CBSA's role and responsibility for conducting criminal investigations of illegal imports, exports and immigration fraud is clearly aligned with the CBSA mandate and supports the Government of Canada and CBSA priorities.

KEY MESSAGES

Overall

- The CBSA's Criminal Investigations Program helps protect Canadians and Canada's economy by investigating potential border-related offences.
- The CBSA's Criminal Investigations Program helps ensure that appropriate enforcement and legal action is taken when Canadian laws are not respected.
- The CBSA has accepted and actioned all the recommendations contained within the evaluation.
- More information on the program is available on the CBSA's website at <http://www.cbsa-asfc.gc.ca/contact/investigation/menu-eng.html>

On the CBSA's Investigative Process

- CBSA investigations are varied in nature and may involve a single border occurrence or a number of alleged offences over a long period of time.
- To collect evidence, CBSA investigators use a variety of investigative techniques, including search warrants, production orders and surveillance. CBSA investigators refer their cases to the Public Prosecution Service of Canada for prosecution through the Canadian court system.
- The CBSA is committed to safeguarding the privacy of Canadians' personal information. Under the Privacy Act or a court order, this information can be shared among law enforcement agencies in the process of enforcing federal or provincial laws. The collecting and sharing personal information has been, and will continue to be done in accordance with Canadian privacy laws.

Prepared by:
Program Communications

In consultation with:
Jag Johnson, Manager,

For approval by:
Amy Jarrette, Director, Communications

Page 1 of 2

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Services frontaliers



Border Services

	<p>Criminal Investigations Lynn Lawless, Director, Intelligence, Targeting and Criminal Investigations Program Management</p>	
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INFOCAPSULES

Évaluation du Programme des enquêtes criminelles

Date : le 12 janvier 2015

À l'usage exclusif des porte-parole de l'ASFC

QUESTION : Conformément à la politique du Secrétariat du Conseil du Trésor, l'ASFC dispose de 120 jours pour publier l'Évaluation du Programme des enquêtes criminelles du 2 avril 2015.

CONTEXTE : L'évaluation, qui visait à déterminer la pertinence et le rendement du Programme des enquêtes criminelles, avait été jugée prioritaire pour 2013-2014 dans le Plan quinquennal d'évaluation des programmes de l'ASFC approuvé par le Comité d'évaluation exécutif en juillet 2013. L'Évaluation renferme quatre recommandations et révèle que le rôle et les responsabilités de l'ASFC pour ce qui est de faire enquête sur des importations et exportations criminelles et des cas de fraude en matière d'immigration cadrent clairement avec le mandat de l'Agence. De plus, le Programme appuie les priorités du gouvernement du Canada et de l'Agence.

MESSAGES CLÉS

Stratégie globale

- Le Programme des enquêtes criminelles de l'ASFC protège la population et l'économie canadiennes en enquêtant sur des infractions présumées ayant quelque chose à voir avec la frontière.
- Le Programme des enquêtes criminelles de l'ASFC veille à ce que des mesures coercitives et légales soient prises lorsque les lois canadiennes ne sont pas respectées.
- L'ASFC a accepté et mis en œuvre toutes les recommandations formulées dans l'évaluation.
- De plus amples renseignements sur le programme sont offerts sur le site Web de l'ASFC : <http://www.cbsa-asfc.gc.ca/contact/investigation/menu-fra.html>

Au sujet du processus d'enquête de l'ASFC

- Les enquêtes menées par l'ASFC sont de nature variée et peuvent impliquer une seule occurrence liée à la frontière ou un certain nombre d'infractions présumées sur une longue période.
- Pour recueillir des éléments de preuve, les enquêteurs de l'ASFC ont recours à diverses techniques d'enquête, notamment des mandats de perquisition, des ordonnances de communication et de la surveillance. Ils renvoient leurs dossiers au Service des poursuites pénales du Canada pour judiciarisation au moyen du système judiciaire canadien.
- L'ASFC est déterminée à protéger la vie privée des Canadiens. En vertu de la *Loi sur la protection des renseignements personnels* ou d'une ordonnance judiciaire, ces renseignements peuvent être communiqués aux organismes d'exécution de la loi dans le cadre de mesures d'exécution des lois fédérales ou provinciales. La collecte et l'échange de renseignements personnels se font, et se poursuivront, conformément à la législation canadienne en matière de protection de la vie privée.

Préparé par :
Communications liées aux

En consultation avec :
Jag Johnson, gestionnaire,

Pour l'approbation de :
Amy Jarrette, directrice,

Services frontaliers



Border Services

Programmes	Enquêtes criminelles Lynn Lawless, Directrice, Gestion du programme du renseignement, ciblage et des enquêtes criminelles	Communications
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Canada Border
Services Agency

Agence des services
frontaliers du Canada

For action

NATIONAL CRIMINAL INVESTIGATIONS WORKSHOP

For the President

PURPOSE

To seek your approval to hold the National Criminal Investigations Program Manager's Workshop in Ottawa, Ontario on March 8-9, 2016. As per Chapter 17 of the Comptrollership Manual regarding travel, hospitality, conference and event expenditures, the President's approval is required, based on the recommendation of the Vice-President, Comptrollership Branch, when the total Agency costs are between \$5,000 and \$25,000. The anticipated cost to the Canada Border Services Agency (CBSA) for this workshop will be approximately \$17,634.60.

ISSUE

Given the diversity and complexity of the program, the Criminal Investigations Program has found that a workshop is an efficient and effective means of addressing program managers, sharing best practices and moving forward on policy and program issues.

BACKGROUND

The mandate of the Criminal Investigations Program is to investigate and pursue prosecution of persons or entities committing criminal offences under border legislation. The program, consisting of approximately 200 investigators across Canada, has been an area of consistent success for the CBSA and is continuing to evolve to undertake more complex investigations to ensure the integrity of Canada's immigration and trade programs and enhance border security.

The Criminal Investigations Program, a highly specialized area involving complex legal matters and use of specialized investigative techniques, requires consistent program support and direction from a national and regional level. Although monthly conference calls with regional program managers occur, a workshop for managers would be an effective approach to have more meaningful participation and discussions on emerging and evolving program and legal issues, how to meet the current and future needs of the program, and to build the manager's community. The last workshop for the Criminal Investigations Program managers was hosted in Rigaud, Quebec in 2011.

While an agenda is still being confirmed, some of the proposed topics include discussions on the health of the program, strategic future direction of the program, performance measurement and sharing of regional best practices and significant cases that demonstrate a high degree of complexity and an impact on the safety and security of Canadians. A draft agenda (attachment 1) has been included for your review.

STATUS

Due to the unavailability of the CBSA Training Facility in Rigaud, Quebec, we researched several venue options and have decided to book a large boardroom at a CBSA location at no cost to the Agency; there will also be no hospitality. Participation at the workshop will be for the Criminal Investigations manager (FB-06) and assistant director (FB-08) levels from each region for an estimated total of 16 regional participants. There will be three executives from the Enforcement & Intelligence Directorate attending on Day 1 of the workshop to provide opening remarks and contribute to discussions on priorities and the strategic direction of the program. The estimated total cost to the CBSA for this workshop should be approximately \$17,634.60. The breakdown of regional travel and meal costs for the two-day workshop has been provided (attachment 2) as well as a list of proposed attendees (attachment 3).

Further, on December 4, 2015, we sought advice from the Financial Policy Section of Comptroller Branch who, in turn, requested further clarification. All concerns were alleviated by providing additional information and the e-mail exchange with Mr. Lee Sarumi is attached for your reference (attachment 4).

NEXT STEPS

Upon your concurrence with this recommendation, the Criminal Investigations Division will advise participants to complete their regional travel arrangements and also finalize the workshop agenda.

RECOMMENDATION

It is recommended that you approve the National Criminal Investigations Program Manager's Workshop to be held in Ottawa, Ontario on March 8-9, 2016.

JAN 11 2016



Caroline Xavier, A/Vice-President
Operations Branch

President's Response

I approve ☒

I do not approve ☐



JAN 25 2016

Linda Lizotte-MacPherson

ATTACHMENTS

1. Draft Agenda
2. Regional Travel Estimates
3. List of Proposed Attendees
4. E-mail exchange with Financial Policy Section



2016 Criminal Investigations Workshop

Ottawa, Ontario

March 8-9, 2016

Agenda

DAY ONE – March 8, 2016	
TIME	ITEM
08:30-08:45	Opening Remarks/Housekeeping
08:45-10:00	Agenda Item 1 Tour de Table (Lead: EIOD) <i>The purpose of this agenda item is for each regional manager to highlight:</i> <ul style="list-style-type: none"> Recent developments in their program/regions; The three most important priorities for their region over next 12 months; and, Priorities for the workshop.
10:00-10:15	Health Break
10:15-11:15	Agenda Item 2 Performance Metrics-Measuring and Reporting(Lead: CID HQ) <i>The purpose of this agenda item is to discuss the new performance metrics implemented in December 2014, the October semi-annual review, and how we can improve the way we measure the results of CID. Brief overview of new CIIMS functionalities.</i>
11:15-12:00	Agenda Item 3 Search of Electronic Devices and Review of the DFU Program (Lead: CID HQ) <i>The purpose of this agenda item is to review recent relevant case law/jurisprudence on search of electronic devices and discuss the future of the DFU program and how it can best serve Criminal Investigations and the Ports of Entry.</i>
12:00-13:00	Lunch Break (Self-funded)
13:00-15:00	Agenda Item 3 Discussion on Health of Program and Strategic Direction: (Lead: EIPD & EIOD) <ul style="list-style-type: none"> Governance – National Criminal Investigations Committee Terms of Reference; Organization Structure/Classification and Integration into EID; E&I priorities; CID's strategic and future direction; Policy needs – current and future; Training Standards for Criminal Investigators;

15:00-15:15	Health Break
15:15-16:15	Agenda Item 3 (Continued) Discussion on Health of Program and Strategic Direction
16:15-16:30	Daily wrap up
	End of Day
18:00-20:00	OPTIONAL – Informal Self-Funded Dinner <u>Location:</u> TBD

DAY TWO – March 9, 2016	
TIME	ITEM
08:30–09:00	Chair Overview of Day One & Introduction to Criminal Investigations HQ Staff
09:00–10:30	Agenda Item 4 Discussion on Best Practices <i>The purpose of this agenda item is to:</i> <ul style="list-style-type: none"> • Provide an opportunity for the regions to present significant cases that demonstrate a high degree of complexity and impact on the safety and security Canadians and integrity of Canada's laws.(each presentation will be given approximately 30 minutes with 10 minutes for discussion/questions); and • Share regional best practices and discuss what if any investigative techniques and tools that should be considered for future implementation (e.g. multi-agency working groups, multi/cross regional cases, tracking warrants, DarkNet, etc)
10:30-10:45	Health Break
10:45-12:00	Agenda Item 4 (Continued) Significant Cases Presented by the Regions and Discussion on Best Practices
12:00-13:00	Lunch Break
13:00-14:00	Agenda Item 4 (Continued) Significant Cases Presented by the Regions and Discussion on Best Practices
14:00-14:15	Health Break
14:15-15:15	Agenda Item 5 CPOS Presentation (Lead: Ivan Martin) <i>The purpose of this agenda item is to provide an overview of CPOS, the benefits to CID and how CID & CPOS can collaborate in the future.</i>
15:30-16:30	Agenda Item 6 Review of Action Items/Decisions Round Table Closing Statements
End of Conference	

Regional CID Managers Workshop 2015 - Ottawa, Ontario Cost Breakdown (March 8-9, 2016)

Regional Travel Costs

		ATL		QUEBEC			NORO		GTA			SORO		PRAIRIE		PACIFIC		
Originating Airport	Totals	1	2	3	1	2	1	2	3	1	2	1	2	1	2	3		
Flight		Halifax				Cantley	Corwall					Windsor	Niagara			YVR		
Flight (Indigo)(\$175.00/night)(2 nights)	\$ 6,370.00	700.00	-	-	-	-	-	-	-	-	-	1,000.00	1,000.00	600.00	700.00	790.00		
Hotel (Incidentals (\$17.30 x 3 days)**	\$ 4,900.00	350.00	350.00	350.00	350.00	-	-	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00		
Meals (\$77.75 x 3 days)**	\$ 830.40	51.90	51.90	51.90	51.90	51.90	51.90	51.90	51.90	51.90	51.90	51.90	51.90	51.90	51.90	51.90		
Mileage to & from Airport	\$ 3,498.75	233.25	233.25	233.25	233.25	233.25	233.25	233.25	233.25	233.25	233.25	lap	233.25	233.25	233.25	233.25		
Taxi to & from Airport	\$ 175.00	-	-	-	-	-	-	-	-	-	-	50.00	50.00	-	25.00	25.00		
Rental car/fuel/hotel parking	\$ 900.00	250.00	-	-	-	-	-	-	-	-	-	100.00	100.00	150.00	150.00	50.00		
Mileage from home to meeting	\$ 450.00	-	-	-	-	-	-	450.00	-	-	-	-	-	-	-	-		
	\$ 277.20	-	Port vehicle	Port vehicle	Port vehicle	50.60	226.60	-	-	-	-	-	-	-	-	-		
		1,585.15	635.15	635.15	635.15	335.75	511.75	1,085.15	635.15	635.15	1,785.15	1,551.90	1,385.15	1,465.15	1,500.15	1,500.15		
Total	\$ 17,401.35	1,585.15			1,905.45	847.90			2,355.45		3,337.05		2,870.30			4,500.45		

Rate as of April 1, 2015 (new rates for October not published yet)

breakfast - 100%	\$ 16.58
lunch - 100%	\$ 16.80
dinner - 100%	\$ 44.40
Meal allowance total - 100%	\$ 77.75
1.3 Incidentals allowance - 100%	\$ 17.30
Daily Total	\$ 95.05

* Hotel costs are costed for 2 nights (7th and 8th) with a return on the afternoon/evening of the 9th.

** Meals and incidentals are costed out for 3 full days, actual costs may differ depending on time of travel.

HQ costs for meeting room

Venue	Meeting Room Rental	Food and Beverage	Audio Visual	Estimated Regional Costs	Grand Total
Large Boardroom # 4035 @ 222 Queen Street	0.00	0.00	0.00	17,401.35	17,401.35
Capacity for 18			(CBSA resources will be used)		



List of Proposed* Attendees

National Criminal Investigations Workshop - 2016

	Region	Name	Title
1.	Atlantic	David Stewart	Manager, Criminal Investigations
2.	Quebec	Eric Caron	Director, Criminal Investigations
3.	Quebec	Peter Storr	Manager, Regional Programs, CI
4.	Quebec	Sébastien Foisy	Manager, Regional Programs, CI
5.	NORO	Jeff Davidson	Director, Enforcement and intelligence
6.	NORO	David Fournier	Manager, Criminal Investigations
7.	GTA	Bob Thompson	Director, Criminal Investigations
8.	GTA	Frank Goncalves	Manager, Criminal Investigations
9.	GTA	Caroline Ryan	Manager, Criminal Investigations
10.	SORO	Tamara Allard	A/Director, Enforcement and Intelligence
11.	SORO	Linda St. Denis	Manager, Criminal Investigations
12.	Prairies	Rick Stefaniuk	Manager, Criminal Investigations
13.	Prairies	Dan Davidson	A/Manager, Enforcement and Intelligence
14.	Pacific	Harald Wuigk	Director, Criminal Investigations
15.	Pacific	Fiona Northcote	Chief, Criminal Investigations
16.	Pacific	Kevin Varga	Chief, Criminal Investigations
17.	NHQ	Andrew LeFrank	Director General, EIOD
18.	NHQ	Monique Beauregard	Director General, EIPD
19.	NHQ	Jag Johnston	Director, Criminal Investigations Division

*This list of proposed attendees is subject to change based on availability.



Canada Border
Services Agency

Agence des services
frontaliers du Canada

PROTECTED B

For approval

**MEMORANDUM OF UNDERSTANDING BETWEEN CITIZENSHIP AND
IMMIGRATION CANADA, THE CANADA BORDER SERVICES AGENCY
AND THE IMMIGRATION AND REFUGEE BOARD**

For the President

PURPOSE

To approve and sign the new Memorandum of Understanding (MOU) between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB) at the signing ceremony which has been scheduled by the IRB on February 23rd, 2016 (attachment 1).

ISSUE

An MOU between CIC, the CBSA and the IRB was first agreed upon in April 2008. The Parties reviewed the MOU in 2014-15, and drafted an updated arrangement following consultations and respective approvals. The new draft MOU has been finalized and tabled for approval and signature, by the Deputy Minister of CIC, the Chairperson of the IRB and yourself.

BACKGROUND

The MOU signed in April 2008, established the basis of cooperation between the Parties regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the IRB (attachment 2). An update of this MOU was necessary.

The associated Priorities Coordination Annex was signed on April 10, 2012, and the Information Sharing Annex was signed on January 21, 2013 (attachments 3 and 4). It was agreed that a Detention, Safety and Security Annex needed to be included to govern a sensitive area of collaboration; this Annex is currently under development.

PROTECTED B

STATUS

The development of the new MOU included two broad internal consultations at the regional and national headquarters levels. All comments received were discussed and considered at the CIC-CBSA-IRB working group (WG) and incorporated where possible. Overall, the draft MOU was well received by the parties and there are no outstanding concerns or comments to be addressed pertaining to the MOU.

The changes to the MOU may be characterized as inconsequential to the overall relationship between the Parties. A summary of the key changes are as follows:

- The inclusion of the governance of the various WGs;
- A clause ensuring that the finalized Annexes under the 2008 MOU will remain in effect until replaced or terminated;
- An amendment to the stipulation that the MOU would be reviewed every five years as opposed to two years; and,
- The deletion of reference to agreements which are no longer applicable.

Given that no new information is being shared, it was agreed that a Privacy Impact Assessment is not required.

The Director General of Enforcement and Intelligence Programs Directorate, Programs Branch, has approved the attached version of the MOU (attachment 5). In accordance with Legal Services policy, this MOU renewal is considered routine and was not deemed to require legal review.

NEXT STEPS

The three Parties' Deputy Ministers will be meeting on February 23rd, 2016, wherein parties will review and approve the new MOU. It should be noted that the Executive Vice-President will be representing the Agency at that meeting.

The next review of the MOU will occur in 2021. The completion of the Detention, Safety and Security Annex and the review of the Information Sharing Annex are expected to be completed by the end of this fiscal year and will be ratified by the Directors General of Enforcement and Intelligence Programs Directorate and the Enforcement and Intelligence Operations Directorate.

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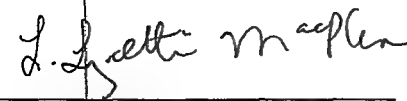
RECOMMENDATION

It is recommended that you approve the attached MOU between CIC, the CBSA and the IRB and that the EVP sign on your behalf, three copies of the document at the signing ceremony on February 23rd, 2016.

 FEB 17 2016
Martin Bolduc
Vice-President

President's Response

I approve ☒ I do not approve ☐

 FEB 19 2016
Linda Lizotte-MacPherson
President

ATTACHMENTS

1. Memorandum of Understanding between CIC, CBSA and IRB to be approved and signed
2. 2008 Trilateral MOU between CIC, the CBSA and the IRB
3. Priorities Coordination Annex (English and French)
4. Information Sharing Annex (English and French)
5. Enforcement and Intelligence Programs Directorate Director General approval of MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION (CIC)
represented by the Deputy Minister of the Department of Citizenship and Immigration AND

THE CANADA BORDER SERVICES AGENCY (CBSA)
represented by the President of the Canada Border Services Agency

AND

THE IMMIGRATION AND REFUGEE BOARD OF CANADA (IRB)
represented by the Chairperson of the Immigration and Refugee Board of Canada

Collectively referred to as the "Parties."

Introduction

WHEREAS the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (IRPA);

WHEREAS the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

WHEREAS under the IRPA, CIC is responsible for facilitating the arrival of people and their integration into Canada in a way that maximizes their contribution to the country while protecting the health, safety and security of Canadians. CIC also maintains Canada's humanitarian tradition by protecting refugees and people in need of protection. These objectives are achieved through the administration of the IRPA, the *Department of Citizenship and Immigration Act* and the *Immigration and Refugee Protection Regulations*;

WHEREAS the CBSA is responsible for providing integrated border services that support national security priorities and facilitate the free flow of people and goods, including food, plants and animals, across the border. Under the IRPA, the CBSA is responsible for managing the flow of travelers at Canadian ports of entry, intelligence, interdiction of irregular migration, immigration enforcement and criminal investigations of IRPA offences. This includes responsibility for arrests, detentions, removals and representing Ministers at immigration proceedings. Along with the IRPA, the CBSA's mandate is fulfilled through the administration of over 90 acts, including the *Customs Act* and the *Canada Border Services Agency Act*;

WHEREAS the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

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WHEREAS CIC and the CBSA signed a Memorandum of Understanding (MOU) on May 4th, 2011, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the effective administration and delivery of the immigration and refugee programs, information sharing and the provision of various services, lines of business and shared IT services;

WHEREAS CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the IRPA and its Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the IRPA; and

WHEREAS the IRB reports to Parliament through the Minister of Citizenship and Immigration Canada and the CBSA reports to the Minister of Public Safety and Emergency Preparedness.

Therefore the Parties agree as follows:

Purpose

1. This MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee programs with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

Principles

2. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on that independence. Moreover, the IRB is a tribunal before which the CBSA and CIC appear as parties. The Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

3. The Parties agree to, where appropriate, share information and cooperate on administrative, safety and security measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the IRPA;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

Sharing of information

4. The Parties agree to share, where appropriate, such information as is required to carry out their respective mandates as derived from the IRPA.

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5. The administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee processes is outlined in the Information Sharing Annex.

6. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

Communication and consultation

7. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.

8. Key areas for communication and consultation may include:

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning or operations of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU.

9. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

Governance

10. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU.

Mandate of the Steering Committee

11. The Steering Committee is responsible for the administration of this MOU. It will meet to provide oversight and direction on the elements pertaining to the MOU, set the priorities for the Annexes, solve significant issues of interpretation or application arising from the MOU and advise the persons occupying the positions of the signatories of the MOU regarding changes and termination of the MOU.

Steering Committee Members

12. The following designated officials are signatories to the Annexes for the Parties and have overall administrative responsibility for this MOU and its Annexes

CIC - DG, Refugee Affairs Branch

CIC - DG, Operational Management and Coordination Branch.

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CBSA - DG, Enforcement and Intelligence Programs Directorate
CBSA - DG, Enforcement and Intelligence Operations Directorate.

IRB - DG, Policy, Planning and Research Branch
IRB - DG, Registry and Regional Support Services Branch.

Substitutes

13. All Committee members who cannot attend a meeting should arrange for a delegate to attend in their place. The replacement will have full authority to make decisions on behalf of the absent member.

Secretariat

14. The secretariat functions are shared and will rotate each fiscal year between the three Parties. The Party who assumes the secretariat function will also chair meetings during the course of the fiscal year and circulate a record of decision to the Parties.

Frequency of Meetings

15. The Steering Committee will meet at least once a year or as required to address issues pertaining to the MOU and its Annexes.

Sub-committees

16. To assist it in fulfilling its oversight responsibilities pertaining to the MOU and its Annexes, the Steering Committee will establish the following sub-committees:

- The Management sub-committee consists of Director/Manager level representatives from each Party and will meet regularly to provide direction and guidance to the Working Group (WG) as well as monitor its work, make recommendations and report activities to the Steering Committee.
- The WG consists of subject matter experts from each Party and is responsible for discussing, drafting and consulting on the MOU and any Annexes stemming from the MOU, as well as for making recommendations and reporting activities to the Management sub-committee.

Annexes

17. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.

18. The Annexes comprise an integral part of this MOU and are to be interpreted in a manner consistent with this MOU.

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19. Annexes under this MOU may be developed or amended as required at any time with the approval of the Steering Committee.

20. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.

Dispute resolution

21. Any disagreement arising from the interpretation or operation of this MOU and its Annexes that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If such negotiation fails, the Parties will refer the matter to the persons occupying the positions of the signatories for resolution.

22. Where an Annex does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply.

Financial arrangements

23. This MOU will not impose financial responsibilities on any Party. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific Annex.

Administrative details

Review

24. The Parties agree to review this MOU and Annexes no later than five years from the date on which the MOU takes effect and no later than every five years thereafter to monitor its performance and effectiveness.

Date in effect

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

26. The Parties agree that, on the date on which this MOU comes into effect, the 2008 MOU between CIC, the CBSA and the IRB is terminated.

27. The Parties agree that the existing Annexes and sub-agreements referred to in the 2008 MOU will remain in effect under this MOU until they have been terminated or replaced.

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Amendment

28. This MOU may be amended at any time, by mutual written consent of the persons occupying the positions of the signatories to this MOU.

29. Where an Annex under this MOU does not specify an amending process, it may be amended at any time by mutual written consent of the persons occupying the positions of the signatories to the Annex.

Audit, evaluation and quality assurance

30. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit and Evaluation bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

31. Quality assurance activities related to specific business processes are the responsibility of the program area. The Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of the Parties where it will promote organizational learning across the immigration and refugee programs.

Security of information

32. Each Party is responsible for ensuring that the standards and requirements of the *Policy on Government Security* for the safeguarding of sensitive information and assets under their control and the *Operational Standard for the Security of Information Act*, as amended or replaced from time to time, are met.

Termination

33. This MOU may be terminated by mutual written consent of the persons occupying the positions of the signatories to this MOU.

34. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.

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35. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to terminate from the MOU. Upon the termination of either CIC or the CBSA under this provision, the MOU will remain in effect as between the IRB and the remaining Party.

36. Where an Annex does not specify a termination process, it may be terminated between the persons occupying the positions of the signatories to the Annex, i.e. Steering Committee, at any time by providing 90 days written notice to the other Parties of its intention to terminate from the Annex.

37. If any Party terminates their participation in this MOU, their participation in any Annex under this MOU is also terminated.

Counterpart signature

38. This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS THEREOF, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

FOR THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

Anita Bilguzs
Deputy Minister of the Department of Citizenship and Immigration

FOR THE CANADA BORDER SERVICES AGENCY

Linda Lizotte-MacPherson
President of the Canada Border Services Agency

FOR THE IMMIGRATION AND REFUGEE BOARD OF CANADA

Mario Dion
Chairperson of the Immigration and Refugee Board of Canada

December 18, 2015

PROTOCOLE D'ENTENTE

ENTRE

LE MINISTÈRE DE LA CITOYENNETÉ ET DE L'IMMIGRATION (CIC),
représenté par le sous-ministre du ministère de la Citoyenneté et de l'Immigration,

ET

L'AGENCE DES SERVICES FRONTALIERS DU CANADA (ASFC),
représentée par le président de l'Agence des services frontaliers du Canada,

ET

**LA COMMISSION DE L'IMMIGRATION ET DU STATUT DE RÉFUGIÉ DU
CANADA (CISR),**
représentée par le président de la Commission de l'immigration et statut de réfugié du Canada,
Ci-après désignées collectivement sous le nom de « parties ».

Introduction

ATTENDU QUE les parties sont des institutions du gouvernement du Canada ayant pris l'engagement commun d'atteindre les objectifs de la *Loi sur l'immigration et la protection des réfugiés* du Canada, L.C. 2001, ch. 27 (LIPR);

QUE les parties sont les principales organisations au sein du portefeuille de l'immigration et des réfugiés, et qu'elles se partagent les responsabilités de la gestion de l'enveloppe de ressources attribuées à ce portefeuille;

QUE, au titre de la LIPR, CIC est responsable de faciliter l'arrivée de personnes et leur intégration au Canada de manière à optimiser leur apport, tout en protégeant la santé des Canadiens et en assurant leur sécurité. CIC perpétue aussi la tradition humanitaire du Canada en protégeant les réfugiés et les personnes ayant besoin de protection. Ces objectifs sont atteints par l'application de la LIPR, de la *Loi sur le ministère de la Citoyenneté et de l'Immigration* et du *Règlement sur l'immigration et la protection des réfugiés* (RIPR);

QUE l'ASFC est chargée de fournir des services frontaliers intégrés à l'appui des priorités liées à la sécurité nationale et de faciliter la libre circulation des personnes et des marchandises, y compris les aliments, les végétaux et les animaux d'un côté à l'autre de la frontière. Au titre de la LIPR, l'ASFC est responsable de gérer la circulation des voyageurs aux points d'entrée canadiens, le renseignement, l'interdiction des migrations irrégulières, l'application de la loi en matière d'immigration et les enquêtes criminelles sur les infractions à la LIPR. Cela inclut la responsabilité de procéder à des arrestations, à des mises en détention ainsi qu'à des renvois et de représenter les ministres dans les procédures en matière d'immigration. En plus de la LIPR, le

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mandat de l'ASFC est réalisé par l'intermédiaire de l'administration de plus de 90 lois, y compris la *Loi sur les douanes* et la *Loi sur l'Agence des services frontaliers du Canada*;

QUE la CISR est un tribunal quasi judiciaire indépendant chargé par le Parlement du Canada de régler, de manière efficace, équitable et conforme à la loi, les cas d'immigration et de statut de réfugié;

QUE CIC et l'ASFC ont signé un protocole d'entente (PE) le 4 mai 2011 pour définir, en termes généraux, les fondements de la collaboration entre CIC et l'ASFC quant à l'administration et à la prestation efficace des programmes liés à l'immigration et aux réfugiés, à l'échange d'information et à la prestation de divers services, de divers secteurs d'activités et de services de technologie de l'information partagés;

QUE CIC et l'ASFC ont la responsabilité d'utiliser des pratiques exemplaires dans l'exécution de leurs responsabilités au titre de la LIPR et du RIPR, d'une manière qui tienne compte des intérêts nationaux et internationaux du gouvernement du Canada, et qui reconnaisse les objectifs énoncés à l'article 3 de la LIPR;

QUE la CISR rend compte de ses activités au Parlement par l'intermédiaire du ministre de la Citoyenneté et de l'Immigration, et que l'ASFC rend compte de ses activités au ministre de la Sécurité publique et de la Protection civile.

En conséquence de quoi, les parties conviennent de ce qui suit :

Objet

1. Le présent PE établit le fondement de la coopération touchant la prestation des programmes liés à l'immigration et des réfugiés quant aux affaires relevant du mandat de la CISR, y compris la coopération liée aux mesures administratives et à l'échange d'information.

Principes

2. Bien qu'elles conviennent d'échanger de l'information et de collaborer à des mesures administratives, les parties reconnaissent l'indépendance institutionnelle de la CISR. Rien dans le présent PE ou dans l'une de ses annexes ne sera interprété d'une manière qui contrevienne ou puisse raisonnablement être considérée comme contrevenant à l'indépendance institutionnelle de la CISR. De plus, la CISR est un tribunal devant lequel l'ASFC et CIC comparaissent en tant que parties. Les parties ne prendront aucune mesure qui empiète ou puisse raisonnablement être considérée comme empiétant sur l'indépendance des décideurs de la CISR dans les cas individuels.

3. Les parties conviennent, le cas échéant, d'échanger de l'information et de collaborer à des mesures liées à l'administration, à la sécurité et à la sûreté ayant trait aux questions qui relèvent du mandat de la CISR concernant :

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- l'amélioration de l'efficacité administrative, tout en tenant compte des principes de l'équité et de la justice naturelle;
- la détermination et la clarification des rôles et des responsabilités en lien avec l'administration de la LIPR;
- l'échange et l'intégration des pratiques exemplaires élaborées au sein de chaque organisation;
- la prestation de services améliorés et rentables au public;
- la mise en place de voies de communication efficaces;
- l'amélioration de la sécurité nationale.

Échange d'information

4. Les parties conviennent, le cas échéant, d'échanger les renseignements requis pour remplir leur mandat respectif découlant de la LIPR.
5. Le cadre administratif régissant l'échange entre les parties de renseignements personnels et de renseignements dans le cadre des processus d'immigration et des réfugiés est défini dans l'Annexe sur l'échange de renseignements.
6. Les parties reconnaissent que tout échange d'information en vertu de ce PE doit se faire en conformité avec toute législation ou politique applicables.

Communication et consultation

7. Les parties reconnaissent que des communications et des consultations régulières et opportunes sont des éléments essentiels pour atteindre les objectifs du présent PE.
8. Les principaux domaines de communication et de consultation pourraient être les suivants :
 - nouvelles tendances, charges de travail actuelles et prévues, priorités de la charge de travail et questions de productivité dans la mesure où elles ont une incidence sur les parties;
 - notification lorsque des changements sont apportés aux exigences établies en matière de ressources concernant des questions d'intérêt mutuel ou lorsqu'une partie n'est pas en mesure de satisfaire aux exigences de la charge de travail;
 - initiatives majeures, y compris les propositions législatives et réglementaires ou les changements proposés aux règles, les propositions de politiques ou les nouvelles procédures administratives qui pourraient avoir une incidence significative sur le fonctionnement administratif des autres parties;
 - questions découlant de toute composante de partage des coûts ou des services du présent PE.

9. Les parties s'efforceront de communiquer les unes avec les autres et de se consulter le cas échéant, en particulier au sujet de nouvelles initiatives ou de changements de programme susceptibles d'avoir une incidence sur les autres parties.

Gouvernance

10. Les parties conviennent de mettre sur pied un comité directeur pour superviser les éléments du présent PE et pour résoudre les questions importantes d'interprétation ou d'application découlant du présent PE.

Mandat du comité directeur

11. Le comité directeur est responsable de l'administration du présent PE. Il se réunira pour assurer une surveillance et fournir des directives sur les éléments liés au PE, établir les priorités pour les annexes, régler les importants problèmes d'interprétation ou d'application découlant du PE, informer les personnes occupant un poste de signataire du présent PE des modifications apportées au PE ou de sa résiliation.

Membres du comité directeur

12. Les représentants désignés suivants sont les signataires des annexes pour les parties et ont la responsabilité administrative générale du présent PE et de ses annexes :

CIC – DG, Direction générale des affaires des réfugiés

CIC – DG, Direction générale de la gestion opérationnelle et de la coordination

ASFC – DG, Direction des programmes d'exécution de la loi et du renseignement

ASFC – DG, Direction des opérations relatives à l'exécution de la loi et au renseignement

CISR – DG, Direction générale des politiques, de la planification et des recherches

CISR – DG, Direction générale du Greffe et des services de soutien régionaux

Remplaçant

13. Tous les membres du comité qui ne peuvent pas participer à une réunion devraient demander à un délégué d'y assister à leur place. Ce dernier aura le plein pouvoir de prendre des décisions au nom du membre absent.

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Secrétariat

14. Les fonctions de secrétariat seront partagées entre les trois parties et assumées à tour de rôle à chaque exercice. La partie qui assume la fonction de secrétariat présidera aussi les réunions au cours de l'exercice et transmettra un compte rendu des décisions aux parties.

Fréquence des réunions

15. Le comité directeur se réunira au moins une fois par année ou plus, au besoin, pour traiter des enjeux liés au PE et à ses annexes.

Sous-comité

16. Afin d'assumer les responsabilités en matière de surveillance liées au PE et à ses annexes, le comité directeur établira les sous-comités suivants :

- le sous-comité de la direction se compose de représentants de chaque partie occupant un poste au niveau de directeur ou de gestionnaire; il se réunit régulièrement pour fournir une orientation et des directives au groupe de travail et surveiller les travaux de celui-ci, et il formule des recommandations et rend compte des activités au comité directeur;
- le groupe de travail se compose de spécialistes du domaine de chaque partie; il est responsable de discuter, de se consulter et de rédiger le PE et toute annexe s'y rapportant, ainsi que de formuler des recommandations et de rendre compte des activités au sous-comité de la direction.

Annexes

17. Les parties conviennent de négocier des annexes dans le cadre du présent PE, lesquelles seront négociées et interprétées conformément aux principes du présent PE.

18. Les annexes font partie intégrante du présent PE et doivent être interprétées d'une manière qui cadre avec le présent PE.

19. Les annexes du présent PE peuvent en tout temps être élaborées ou modifiées, au besoin, sous réserve de l'approbation du comité directeur.

20. Les parties à ces annexes seront soit la CISR et l'une des autres parties au présent PE, soit, le cas échéant, les trois parties au présent PE.

Règlement des litiges

21. Tout désaccord découlant de l'interprétation ou de l'application du présent PE et de ses annexes qui ne peut être résolu par des consultations entre les parties sera transmis au comité directeur, qui se chargera de le résoudre. Si de telles négociations échouent, les parties

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transféreront le dossier aux personnes occupant un poste de signataire aux fins de résolution du désaccord.

22. Dans les cas où une annexe ne précise aucun processus de règlement des litiges, le processus de règlement des litiges établi dans le présent PE s'appliquera.

Arrangements financiers

23. Le présent PE n'impose aucune responsabilité financière aux parties. Chaque partie est responsable de ses propres frais rattachés aux activités prévues par le présent PE, à moins d'une indication contraire dans une annexe donnée.

Détails administratifs

Examen

24. Les parties conviennent de revoir le présent PE et ses annexes au plus tard dans les cinq ans suivant sa date de prise d'effet, et par la suite au plus tard tous les cinq ans pour en surveiller le rendement et l'efficacité.

Date d'entrée en vigueur

25. Le présent PE entrera en vigueur à la date à laquelle il sera signé par la dernière des parties et le demeurera jusqu'à ce qu'il soit résilié, conformément à la procédure établie dans le présent PE.

26. Les parties conviennent que, à la date à laquelle le présent PE entrera en vigueur, le PE de 2008 entre CIC, l'ASFC et la CISR sera résilié.

27. Les parties conviennent que les annexes actuelles et les ententes secondaires au titre du PE de 2008 resteront en vigueur dans le cadre du présent PE jusqu'à ce qu'elles soient résiliées ou remplacées.

Modification

28. Le présent PE peut être modifié en tout temps, avec le consentement mutuel des personnes occupant un poste de signataire du présent PE.

29. Dans le cas où une annexe du présent PE ne précise pas un processus de modification, elle peut être modifiée en tout temps par consentement écrit mutuel des personnes occupant un poste de signataire de cette annexe.

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Vérification, évaluation et assurance de la qualité

30. Sans restreindre la capacité de chacune des parties à tenir des vérifications et des évaluations dans le cadre de ses responsabilités respectives en matière de politiques et de prestation de services, les dirigeants des organisations de vérification interne et d'évaluation pour CIC, la CISR et l'ASFC travailleront en collaboration à la tenue de vérifications horizontales et d'évaluations. Cette collaboration inclura :

- l'échange de plans de vérification et d'évaluation;
- la consultation à chaque étape de vérifications et d'évaluations horizontales, de la planification au rapport final, lorsque la vérification ou l'évaluation a trait à une prestation partagée ou qu'elle a une incidence sur un processus fonctionnel des organisations partenaires; cette consultation consiste à échanger des rapports préliminaires, à offrir la possibilité de fournir une rétroaction sur les résultats et les recommandations, et à contribuer aux réponses de la direction.

31. Les activités d'assurance de la qualité liées à des processus fonctionnels donnés relèvent de la responsabilité du secteur de programme. Les parties seront responsables de la mise en œuvre et de l'administration des activités d'assurance de la qualité au sein de leur organisation ainsi que de l'échange des résultats avec le secteur de programme ou de politique approprié des parties, où elles encourageront l'apprentissage organisationnel dans tous les programmes liés à l'immigration et des réfugiés.

Sécurité des renseignements

32. Chaque partie est responsable de veiller au respect des normes et des exigences de la Politique sur la sécurité du gouvernement pour la protection des renseignements et des biens sensibles qui sont sous leur contrôle et de la Norme opérationnelle de la *Loi sur la protection de l'information*, selon les modifications ou les remplacements effectués au fil du temps.

Résiliation

33. Le présent PE peut être résilié avec le consentement mutuel écrit des personnes occupant un poste de signataire du présent PE.

34. La CISR peut résilier le présent PE avec l'une ou l'autre des parties, ou avec les deux parties, en remettant un avis écrit de 90 jours aux autres parties pour signifier son intention de résilier le présent PE. Si la CISR résilie le présent PE avec seulement l'une des parties, en vertu de la présente disposition, le présent PE demeurera en vigueur entre la CISR et la partie qui reste.

35. CIC ou l'ASFC peuvent mettre fin à leur participation au présent PE en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de mettre fin à leur participation au présent PE. Si CIC ou l'ASFC met fin à sa participation au présent PE en vertu de la présente disposition, le PE demeurera en vigueur entre la CISR et la partie qui reste.

36. Dans le cas où une annexe existante ne précise aucun processus de résiliation, les personnes occupant un poste de signataire de cette annexe, par exemple comité directeur, peuvent la résilier

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en tout temps en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de résilier l'annexe.

37. Si l'une des parties met fin à sa participation au présent PE, elle met également fin à sa participation à toute annexe du présent PE.

Signature en plusieurs exemplaires

38. Le présent PE pourra être signé en différents exemplaires, dont chacun, une fois signé, sera réputé constituer un original et ces exemplaires constitueront ensemble un seul et même instrument.

EN FOI DE QUOI, le présent protocole d'entente, dans les deux langues officielles, a été signé en triple copie, chacune des copies étant également authentique.

POUR LE MINISTÈRE DE LA CITOYENNETÉ ET DE L'IMMIGRATION

Anita Biguzs
Sous-ministre du ministère de la Citoyenneté et de l'Immigration

POUR L'AGENCE DES SERVICES FRONTALIERS DU CANADA

Linda Lizotte-MacPherson
Présidente de l'Agence des services frontaliers du Canada

POUR LA COMMISSION DE L'IMMIGRATION ET DU STATUT DE RÉFUGIÉ DU CANADA

Mario Dion
Président de la Commission de l'immigration et du statut de réfugié du Canada

18 décembre 2015



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF
CITIZENSHIP AND IMMIGRATION, THE
CANADA BORDER SERVICES AGENCY
AND THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**

MEMORANDUM OF UNDERSTANDING

To establish the basis of cooperation regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the Immigration and Refugee Board of Canada.

BETWEEN

**THE DEPARTMENT OF CITIZENSHIP AND
IMMIGRATION**

represented by the Deputy Minister of the Department of Citizenship and Immigration and herein referred to as "CIC"

AND

**THE CANADA BORDER
SERVICES AGENCY**

represented by the President of the Canada Border Services Agency and herein referred to as the "CBSA"

AND

**THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**

represented by the Chairperson of the Immigration and Refugee Board of Canada and herein referred to as the "IRB"

Hereinafter jointly referred to as the "Parties."



**PROTOCOLE D'ENTENTE ENTRE LE
MINISTÈRE DE LA CITOYENNETÉ ET DE
L'IMMIGRATION, L'AGENCE DE SERVICES
FRONTALIERS DU CANADA ET LA
COMMISSION DE L'IMMIGRATION ET DU
STATUT DE RÉFUGIÉ DU CANADA**

PROTOCOLE D'ENTENTE

Établir les bases de la collaboration au sujet de la prestation du programme d'immigration et de statut de réfugié dans le cadre du mandat de la Commission de l'immigration et du statut de réfugié du Canada.

ENTRE

**LE MINISTÈRE DE LA CITOYENNETÉ ET
DE L'IMMIGRATION**

représenté par le sous-ministre du ministère de la Citoyenneté et de l'Immigration, ci-après appelé « CIC »

ET

**L'AGENCE DES SERVICES FRONTALIERS
DU CANADA**

représentée par le président de l'Agence des services frontaliers du Canada, ci-après appelée « ASFC »

ET

**LA COMMISSION DE L'IMMIGRATION ET
DU STATUT DE RÉFUGIÉ DU CANADA**

représentée par le président de la Commission de l'immigration et du statut de réfugié du Canada, ci-après appelée « CISR »

Ci-après désignées conjointement sous le nom de « parties »

INTRODUCTION

WHEREAS the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (*IRPA*);

WHEREAS the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

WHEREAS CIC is responsible for attracting and welcoming people from all parts of the world, enriching the economic, social and cultural development of Canada while contributing to the health, safety and security of Canadians, protecting those in need of Canada's protection and providing for the granting of citizenship, through the administration of both the *IRPA* and the *Citizenship Act*;

WHEREAS the CBSA was created by Order in Council on December 12, 2003, and immigration enforcement and intelligence responsibilities under the *IRPA* were transferred from CIC to the CBSA, and whereas the CBSA is responsible for providing integrated border services that support national security, public safety and trade, which is achieved through the administration and enforcement of various acts, including the *IRPA*, to facilitate the free flow of persons and goods to and from Canada;

WHEREAS CIC and the CBSA signed a Memorandum of Understanding (MOU) on March 27, 2006, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the delivery of the immigration program, information sharing and the provision of various services within their respective mandates;

WHEREAS CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the *IRPA* and its

INTRODUCTION

ATTENDU QUE les parties sont des institutions du gouvernement du Canada ayant pris l'engagement commun d'atteindre les objectifs de la *Loi sur l'immigration et la protection des réfugiés* du Canada, L.C. 2001, c. 27 (*LIPR*);

ATTENDU QUE les parties sont les principales organisations au sein du portefeuille d'immigration et de statut de réfugié, et qu'elles se partagent les responsabilités de la gestion de l'enveloppe de ressources attribuées à ce portefeuille;

ATTENDU QUE CIC est responsable d'attirer et d'accueillir les personnes du monde entier, d'enrichir le développement économique, social et culturel du Canada tout en contribuant à la santé et à la sécurité des Canadiens et des Canadiennes, de protéger ceux qui ont besoin de la protection du Canada et de prévoir l'octroi de la citoyenneté, au moyen de l'administration de la *LIPR* et de la *Loi sur la citoyenneté*;

ATTENDU QUE l'ASFC a été créée par décret en conseil le 12 décembre 2003, et que les responsabilités relatives à l'exécution de la loi et au renseignement sur l'immigration, prévues par la *LIPR* ont été transférées de CIC à l'ASFC, et attendu que l'ASFC est responsable de fournir des services frontaliers intégrés qui favorisent à la fois la sécurité nationale, la sécurité du public et le commerce. Elle s'acquitte de ce mandat par l'administration et l'exécution de diverses lois, dont la *LIPR*, afin de faciliter la libre circulation des personnes et des marchandises qui entrent et sortent du Canada;

ATTENDU QUE CIC et l'ASFC ont signé un protocole d'entente (PE) le 27 mars 2006 pour définir, en des termes généraux, les fondements de la collaboration entre CIC et l'ASFC quant à la prestation du programme d'immigration, à l'échange d'information et à la prestation de divers services dans le cadre de leurs mandats respectifs;

ATTENDU QUE CIC et l'ASFC ont la responsabilité d'utiliser des pratiques exemplaires dans l'exécution de leurs responsabilités aux termes

Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the *IRPA*;

WHEREAS the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

WHEREAS the IRB reports to Parliament through the Minister of Citizenship and Immigration and the CBSA reports to the Minister of Public Safety;

AND WHEREAS CIC and the IRB share an Administrative Framework Agreement, which came into effect on December 13, 1996, under which various sub-agreements were adopted:

- Information Sharing Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Priorities Coordination Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Agreement Regarding Claim-Related Information from Refugee Claimants between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1999
- Memorandum of Understanding on Information Exchange between the Documentation, Information and Research Branch, Immigration and Refugee Board of Canada and Refugees Branch of the Department of Citizenship and Immigration, August 1997

de la *LIPR* et de son Règlement d'application, d'une manière qui tienne compte des intérêts nationaux et internationaux du gouvernement du Canada, et qui reconnaisse les objectifs énoncés à l'article 3 de la *LIPR*;

ATTENDU QUE la CISR est un tribunal quasi-judiciaire indépendant, mis en place par le Parlement du Canada pour régler de manière efficace, équitable et conforme à la loi les questions en matière d'immigration et de statut de réfugié;

ATTENDU QUE la CISR rend compte de ses activités au Parlement par l'intermédiaire du ministre de la Citoyenneté et de l'Immigration, et que l'ASFC rend compte de ses activités au ministre de la Sécurité publique;

ET ATTENDU QUE CIC et la CISR partagent une Entente-cadre administrative entrée en vigueur le 13 décembre 1996, sous laquelle diverses ententes auxiliaires ont été adoptées:

- Entente sur l'échange de renseignements entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur la coordination des priorités entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur les renseignements relatifs aux revendications des demandeurs du statut de réfugié entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1999
- Protocole d'entente sur l'échange d'information entre la Direction générale de la documentation, de l'information et des recherches de la Commission de l'immigration et du statut de réfugié du Canada et La Direction générale des réfugiés du ministère de la Citoyenneté et de l'Immigration, Août 1997

**THEREFORE THE PARTIES AGREE AS
FOLLOWS:**

PURPOSE

1. This Memorandum of Understanding establishes the administrative framework that will facilitate:
 - the sharing of information between CIC and the IRB and between the CBSA and the IRB, with respect to matters within the mandate of the IRB; and
 - cooperation on administrative measures with respect to matters within the mandate of the IRB.
2. CIC and the IRB agree that, on the date on which this MOU comes into effect, the Administrative Framework Agreement between CIC and the IRB, which came into effect on December 13, 1996, is terminated.
3. The Parties agree that the existing sub-agreements under the Administrative Framework Agreement will continue in effect under this MOU, in accordance with section 18 below.

PRINCIPLES

4. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. The IRB is a tribunal before which the CBSA and CIC appear as parties. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on the institutional independence of the IRB. Moreover, the Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

**PAR CONSÉQUENT, LES PARTIES
CONVIENNENT DE CE QUI SUIT :**

OBJET

1. Le présent protocole d'entente établit le cadre administratif qui facilitera :
 - l'échange d'information entre CIC et la CISR, et entre l'ASFC et la CISR, en ce qui a trait aux questions qui relèvent du mandat de la CISR; et
 - la collaboration relative aux mesures administratives en ce qui a trait aux questions qui relèvent du mandat de la CISR.
2. CIC et la CISR conviennent qu'à la date de prise d'effet du présent PE, l'Entente-cadre administrative entre CIC et la CISR, entrée en vigueur le 13 décembre 1996, prendra fin.
3. Les parties conviennent que les ententes auxiliaires existantes en vertu de l'Entente-cadre administrative se poursuivront sous ce PE, en conformité avec la section 18 ci-dessous.

PRINCIPES

4. Bien qu'elles conviennent d'échanger de l'information et de collaborer à des mesures administratives, les parties reconnaissent l'indépendance institutionnelle de la CISR. La CISR est un tribunal devant lequel l'ASFC et CIC comparaissent comme parties. Rien dans le présent PE ou dans l'une de ses annexes ne sera interprété d'une manière qui contrevienne ou puisse raisonnablement être considérée comme contrevenant à l'indépendance institutionnelle de la CISR. De plus, les parties ne prendront aucune mesure qui empiète ou puisse raisonnablement être considérée comme empiétant sur l'indépendance des décideurs de la CISR dans les cas individuels.

5. The Parties agree to, where appropriate, share information and cooperate on administrative measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the *Immigration and Refugee Protection Act (IRPA)*;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

SHARING OF INFORMATION

6. CIC and the CBSA agree to share with the IRB, and the IRB agrees to share with CIC and the CBSA, where appropriate, such information as is required to carry out their respective mandates as derived from the *IRPA*.
7. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

COMMUNICATION AND CONSULTATION

8. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.
9. Key areas for communication and consultation may include:

5. Les parties conviennent, le cas échéant, d'échanger de l'information et de collaborer pour les mesures administratives ayant trait aux questions qui relèvent du mandat de la CISR concernant:

- l'amélioration de l'efficacité administrative, tout en tenant compte de l'impartialité et des principes de la justice naturelle;
- la détermination et la clarification des rôles et des responsabilités en lien avec l'administration de la *Loi sur l'immigration et la protection des réfugiés (LIPR)*;
- l'échange et l'intégration des pratiques exemplaires développées au sein de chaque organisation;
- la prestation de services améliorés et rentables au public;
- la mise en place de voies de communication efficaces;
- l'amélioration de la sécurité nationale.

ÉCHANGE D'INFORMATION

6. CIC et l'ASFC conviennent d'échanger avec la CISR, et la CISR convient d'échanger avec CIC et l'ASFC, le cas échéant, les renseignements requis pour remplir leurs mandats respectifs découlant de la *LIPR*.
7. Les parties reconnaissent que tout échange d'information sous ce PE doit se faire en conformité avec toute législation ou politique applicable.

COMMUNICATION ET CONSULTATION

8. Les parties reconnaissent que des communications et des consultations régulières et opportunes sont des éléments essentiels pour atteindre les objectifs du présent PE.
9. Les principaux domaines de communication et de consultation pourraient être les suivants :

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
 - notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
 - major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning of the other Parties; and
 - issues arising from any cost or service-sharing component of this MOU.
10. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.
- nouvelles tendances, charges de travail actuelles et prévues, priorités de la charge de travail et questions de productivité dans la mesure où elles ont une incidence sur les parties;
 - notification lorsque des changements sont apportés aux exigences établies en matière de ressources concernant des questions d'intérêt mutuel, ou lorsqu'une partie n'est pas en mesure de satisfaire aux exigences de la charge de travail;
 - initiatives majeures, y compris les propositions législatives et réglementaires ou les changements proposés aux règles, les propositions de politiques ou les nouvelles procédures administratives qui pourraient avoir une incidence significative sur le fonctionnement administratif des autres parties; et
 - questions découlant de toute composante de partage des coûts ou des services du présent PE.
10. Les parties s'efforceront de communiquer les unes avec les autres et de se consulter le cas échéant, en particulier au sujet de nouvelles initiatives ou de changements de programme susceptibles d'avoir une incidence sur les autres parties.

STEERING COMMITTEE

11. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU. Details regarding the composition of this Committee and its meeting schedule are provided in Appendix A, as amended from time to time.

COMITÉ DIRECTEUR

11. Les parties conviennent de mettre sur pied un Comité directeur pour superviser les éléments du présent PE et pour résoudre les questions importantes d'interprétation ou d'application découlant du présent PE. Les détails relatifs à la composition de ce comité et à son calendrier de réunions sont énoncés à l'Appendice A, y compris les modifications successives.

ANNEXES

12. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.
13. Approved annexes will be identified in Appendix B, as amended from time to time. Additional subject areas for annexes may be identified in the future by the Steering Committee.
14. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.
15. Where an annex does not specify a consultation process, the consultation process set out in this MOU will apply to that annex as between the relevant Parties.

Existing sub-agreements

16. The Parties agree that, where applicable, the existing sub-agreements listed in the Introduction will continue to apply to the Parties according to their respective mandates, to the extent that they do not conflict with this MOU, in which case this MOU will prevail.
17. The existing sub-agreements will be interpreted in the spirit of, and governed by, the principles contained in this MOU, and any issues of interpretation or application will fall under the responsibility of the Steering Committee.
18. The existing sub-agreements will remain in effect either until such time as the Parties enter into new annexes under this MOU to replace them or until an existing sub-agreement is terminated in accordance with the terms of that sub-agreement or this MOU.

ANNEXES

12. Les parties conviennent de négocier des annexes dans le cadre du présent PE, lesquelles seront négociées et interprétées conformément aux principes du présent PE.
13. Les annexes approuvées seront indiquées à l'Appendice B, y compris les modifications successives. Les domaines additionnels des annexes pourront être définis à l'avenir par le Comité directeur.
14. Les parties à ces annexes seront soit la CISR et l'une des autres parties au présent PE, soit, le cas échéant, les trois parties au présent PE.
15. Lorsqu'une annexe ne précise aucun processus de consultation, le processus de consultation énoncé dans le présent PE s'appliquera entre les parties pertinentes à cette annexe.

Ententes auxiliaires existantes

16. Les parties conviennent que, le cas échéant, les ententes auxiliaires existantes énumérées en introduction continueront de s'appliquer aux parties conformément à leurs mandats respectifs, dans la mesure où elles n'entrent pas en conflit avec le présent PE, auquel cas le présent PE prévaudra.
17. Les ententes auxiliaires existantes seront interprétées dans l'esprit des principes contenus dans le présent PE, et régies par ces principes, et toute question d'interprétation ou d'application relèvera de la responsabilité du Comité directeur.
18. Les ententes auxiliaires existantes demeureront en vigueur jusqu'à ce que les parties concluent de nouvelles annexes dans le cadre du présent PE afin de les remplacer ou jusqu'à ce qu'une entente auxiliaire existante soit résiliée en conformité avec les termes de cette entente auxiliaire ou du présent PE.

19. Where an existing sub-agreement does not specify a consultation process, the consultation process set out in this MOU will apply to that sub-agreement.

DESIGNATED OFFICIALS

20. The following designated officials for the Parties have overall administrative responsibility for this MOU and its Appendices A and B.

For CIC:

Director General
Refugees Branch
365 Laurier Avenue West
Ottawa, ON
K1A 1L1

For the CBSA:

Director General
Enforcement Programs Directorate
Enforcement Branch
191 Laurier Avenue West
Ottawa, ON
K1A 0L8

For the IRB:

Director General
Operations Branch
344 Slater Street
Ottawa, ON
K1A 0K1

DISPUTE RESOLUTION

21. Any disagreement with respect to this MOU that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If those officials are not able to resolve the disagreement, it will be resolved by the persons occupying the positions of the signatories to this MOU.

19. Dans les cas où une entente auxiliaire existante ne précise aucun processus de consultation, le processus de consultation établi dans le présent PE s'appliquera à cette entente auxiliaire.

REPRÉSENTANTS DÉSIGNÉS

20. Les représentants désignés suivants pour les parties ont la responsabilité administrative générale du présent PE et de ses Appendices A et B.

Pour CIC :

Directeur général
Direction générale des réfugiés
365, avenue Laurier Ouest
Ottawa (Ontario)
K1A 1L1

Pour l'ASFC :

Directeur général
Direction des programmes d'exécution de la loi,
Direction générale de l'exécution
191, avenue Laurier Ouest
Ottawa (Ontario)
K1A 0L8

Pour la CISR :

Directeur général
Direction générale des opérations
344, rue Slater
Ottawa, (Ontario)
K1A 0K1

RÈGLEMENT DES LITIGES

21. Tout désaccord relatif au présent PE qui ne peut être résolu par des consultations entre les parties sera référé au Comité directeur, qui se chargera de le résoudre. Si ces représentants ne peuvent résoudre le litige, il sera réglé par les personnes occupant un poste de signataire du présent PE.

22. Where an annex or an existing sub-agreement does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

FINANCIAL ARRANGEMENTS

23. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific annex.

ADMINISTRATIVE DETAILS

Review

24. The Parties agree to review this MOU no later than two years from the date on which the MOU takes effect and every two years thereafter.

Date in effect

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

Amendment

26. This MOU may be amended at any time, by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.
27. Where an annex or an existing sub-agreement does not specify an amending process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

22. Dans les cas où une annexe ou une entente auxiliaire ne précise aucun processus de règlement des litiges, le processus de règlement des litiges établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire.

ARRANGEMENTS FINANCIERS

23. Chaque partie est responsable de ses propres frais rattachés aux activités prévues par ce PE, à moins d'une indication contraire dans une annexe donnée.

DÉTAILS ADMINISTRATIFS

Révision

24. Les parties conviennent de revoir le présent PE au plus tard dans les deux ans suivant sa date de prise d'effet, et par la suite tous les deux ans.

Date d'entrée en vigueur

25. Le présent PE entrera en vigueur à la date à laquelle il sera signé par la dernière des parties et le demeurera jusqu'à ce qu'il soit résilié, conformément à la procédure établie dans le présent PE.

Modification

26. Le présent PE peut être modifié en tout temps, avec le consentement mutuel des parties, par un échange de correspondance entre les personnes occupant un poste de signataire du présent PE.
27. Dans les cas où une annexe ou une entente auxiliaire existante ne précise aucun processus de modification, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

AUDIT, EVALUATION AND QUALITY ASSURANCE

28. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans on an annual basis;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

29. While quality assurance can be a component of an audit, quality assurance activities related to specific business processes are the responsibility of the program area. All three Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of all three Parties where it will promote organizational learning across the immigration program.

VÉRIFICATION, ÉVALUATION ET ASSURANCE DE LA QUALITÉ

28. Sans restreindre la capacité de chacune des parties à tenir des vérifications et des évaluations dans le cadre de ses responsabilités respectives en matière de politiques et de prestation de services, les dirigeants des organisations de vérification interne pour CIC, la CISR et l'ASFC travailleront en collaboration à la tenue de vérifications horizontales et d'évaluations. Cette collaboration inclura :

- l'échange de plans de vérification et d'évaluation sur une base annuelle;
- La consultation à chaque étape de vérifications et d'évaluations horizontales, de la planification au rapport final, lorsque la vérification ou l'évaluation a trait à une prestation partagée ou qu'elle a une incidence sur un processus fonctionnel des organisations partenaires; cette consultation consiste à échanger des rapports préliminaires, à offrir la possibilité de fournir une rétroaction sur les résultats et les recommandations, et à contribuer aux réponses de la direction.

29. Bien que l'assurance de la qualité puisse être un élément d'une vérification, les activités d'assurance de la qualité liées à des processus fonctionnels donnés relèvent de la responsabilité du secteur de programme. Les trois parties seront responsables de la mise en œuvre et de l'administration des activités d'assurance de la qualité au sein de leur organisation ainsi que de l'échange des résultats avec le secteur de programme ou de politique approprié des trois parties, où elles encourageront l'apprentissage organisationnel dans tout le programme d'immigration.

SECURITY OF INFORMATION

30. Each Party is responsible for ensuring that the standards and requirements of the Government Security Policy for the safeguarding of sensitive information and assets under their control and the Operational Standard for the *Security of Information Act* are met.

TERMINATION

31. This MOU may be terminated by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.
32. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.
32. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to withdraw from the MOU. Upon the withdrawal of either Party under this provision, the MOU will remain in effect as between the IRB and the remaining Party.
34. Where an annex or an existing sub-agreement does not specify a termination process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

IN WITNESS THEREOF, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

SÉCURITÉ DES RENSEIGNEMENTS


30. Chaque partie est responsable de veiller à ce que les normes et les exigences de la Politique du gouvernement sur la sécurité pour la protection des renseignements et des biens sensibles qui sont sous leur contrôle et la Norme opérationnelle de la *Loi sur la protection de l'information* soient respectées.

RÉSILIATION

31. Le présent PE peut être résilié avec le consentement mutuel des parties, par l'échange de correspondance entre les personnes occupant un poste de signataire du présent PE.
32. La CISR peut résilier le présent PE avec l'une ou l'autre des parties, ou avec les deux parties, en remettant un avis écrit de 90 jours aux autres parties pour signifier son intention de résilier le présent PE. Si la CISR résilie le présent PE avec seulement l'une des parties, en vertu de la présente disposition, le présent PE demeurera en vigueur entre la CISR et la partie qui reste.
33. CIC ou l'ASFC peuvent mettre fin à leur participation au présent PE en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de se retirer du PE. Au moment du retrait de l'une des parties, en vertu de la présente disposition, le PE demeurera en vigueur entre la CISR et la partie qui reste.
34. Dans les cas où une annexe ou entente auxiliaire existante ne précise aucun processus de résiliation, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

EN FOI DE QUOI, le présent protocole d'entente, dans les deux langues officielles, a été signé en triple exemplaire, chacune des copies étant également authentique.

**FOR THE DEPARTMENT OF CITIZENSHIP
AND IMMIGRATION**


Richard B. Fadden

2/4/08
Deputy Minister of the Department of Citizenship
and Immigration

**POUR LE MINISTÈRE DE LA
CITOYENNETÉ ET DE L'IMMIGRATION**


Richard B. Fadden

Sous-ministre de Citoyenneté et Immigration
Canada

**FOR THE CANADA BORDER SERVICES
AGENCY**


Alain Jolicoeur

President of the Canada Border Services Agency

**POUR L'AGENCE DES SERVICES
FRONTALIERS DU CANADA**


Alain Jolicoeur

Président de l'Agence des services frontaliers du
Canada

**FOR THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**


Brian Goodman

Chairperson of the Immigration and Refugee Board
of Canada

**POUR LA COMMISSION DE
L'IMMIGRATION ET DU STATUT DE
RÉFUGIÉ DU CANADA**


Brian Goodman

Président de la Commission de l'immigration et du
statut de réfugié du Canada

APPENDIX A

STEERING COMMITTEE

1. The Parties agree to establish a Steering Committee comprised of representatives of each Party to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from it.

2. The Steering Committee shall be comprised of the following representatives:

IRB:

Director General, Operations,
Director General, Communications and Partnerships

CIC:

Director General, Refugees Branch,
Director General, Operational Management and
Coordination

CBSA:

Director General, Programs and Operational
Services Directorate,
Director General, Enforcement Programs
Directorate

3. The Steering Committee shall meet as required to address issues pertaining to this MOU, but at least once per year beginning on the date on which this MOU comes into effect.

APPENDICE A

COMITÉ DIRECTEUR

1. Les parties conviennent de mettre sur pied un Comité directeur composé de représentants de chacune des parties pour superviser les éléments du présent PE et résoudre les questions importantes d'interprétation ou d'application découlant de celui-ci.

2. Le Comité directeur sera composé des représentants suivants :

CISR:

Directeur général des opérations,
Directeur général des communications et
partenariats

CIC:

Directeur général, Direction générale des réfugiés,
Directeur général, Gestion opérationnelle et
coordination

ASFC:

Directeur général, Direction des services aux
programmes et aux opérations,
Directeur général, Direction des programmes
d'exécution

3. Le Comité directeur devra se réunir au besoin, au minimum une fois par année, pour examiner les questions relatives au présent PE à compter de la date d'entrée en vigueur de celui-ci.

APPENDIX B

LIST OF APPROVED ANNEXES

APPENDICE B

LISTE DES ANNEXES APPROUVÉES

Priorities Coordination Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

Between

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

CONSIDERING that:

CIC, the CBSA, and the IRB, which is an independent quasi-judicial tribunal, have a common commitment to realizing the objectives related to the immigration and refugees - as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA), and acknowledge that coordination between the organizations, each acting within its own mandate is essential to support these objectives.

CIC, the CBSA and the IRB concluded and signed a Memorandum of Understanding (MOU), hereinafter referred to as the "MOU" in April 2008, specifying that the parties agree to negotiate Annexes under the MOU.

This Annex will be interpreted in accordance with the principles contained in the MOU. For greater certainty, in accordance with section 4 of the MOU, this Annex will be interpreted in a manner that recognizes the institutional independence of the IRB with respect to the setting of priorities in the processing of its cases and the management of its proceedings.

THE PARTIES AGREE:

1. Purpose and Objective

- 1.1 The purpose of this Annex is to outline the process by which new and/or temporary priorities in the management of cases will be identified. In the processing of cases, all Parties undertake to give due consideration to the mutually agreed priorities as set out in section 2 of this Annex.
- 1.2 The objective of this Annex is to enhance the efficient management of the immigration program and to improve the quality of service to the public by each Party in their respective roles.

2. Commitment

- 2.1 The Parties agree to give priority to identified emerging trends within the general categories of cases that are listed in Schedule 1.

2.2 Notwithstanding section 2.1, it is recognized that the IRB has the authority for scheduling cases to be dealt with by any Division of the IRB, and will do so in a manner which respects the right of all parties to have a full and proper hearing.

2.3 CIC and the CBSA agree, to notify the IRB of the general categories of cases that are listed in Schedule 1, thereby facilitating their priority processing.

3. Communication and Consultation

3.1 Communication and consultation between the Parties with respect to the priority processing of cases will be in accordance with the principles outlined in section 9 of the MOU.

4. Protocol for Addressing Emerging Trends and New Priorities

4.1 The protocol for identifying a new or a temporary priority will be for the identifying Party to provide written notification to the other Parties. When a new or a temporary priority is identified, each Party will, as operationally feasible:

- (a) Ensure that there is adequate regional and divisional involvement and resources as required to manage the situation; and
- (b) Involve, if necessary, other government departments and agencies who may have an interest in the situation

4.2 Schedule 1 may be amended in writing by mutual consent of the Steering Committee, as identified in Appendix A of the MOU, in order to make any permanent changes required to respond to an emerging trend or to add any new priorities that would ensure the efficient management of the immigration and refugee programs.

4.3 Additional, and/or temporary priorities may be established to respond to emerging trends or situations identified by any Party

5. Monitoring

5.1 Each Party will incorporate practices to ensure ongoing monitoring of this Annex. Parties will report at portfolio working group meetings, on their respective efforts to consult, cooperate and prioritize workloads, based on the priorities agreed upon in Schedule 1 as well as any emerging trends, and/or temporary priorities identified pursuant to section 4 of this Annex.

5.2 Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.

5.3 A record of discussion will be drafted and provided to the Steering Committee.

6. Dispute Resolution

6.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.

7. Administration

7.1 This Annex will come into effect on the date on which it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.

7.2 On the date which this Annex comes into effect, the Priorities Coordination Agreement between CIC and the IRB, signed on 18 November 1997, under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on April 10, 2012 in Ottawa, Canada

Caitlin Imrie,
A/Director General,
Refugee Affairs Branch, CIC

Gerry Deneault
Director General,
Operations Branch, IRB

Peter D. Hill
Director General,
Post Border Programs Branch,
CBSA

Caroline Melis,
Director General,
Operational Management and
Coordination, CIC

Kevin White
Director General,
Strategic Communications and
Partnerships Branch, IRB

Glenda Lavergne
Director General,
Border Operations Branch,
CBSA

Schedule 1 to the Priorities Coordination Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

1. Pursuant to section 2.1 of the Annex, without any indication as to order, the priorities for processing are the following:
 - (a) persons who are detained under the *IRPA* and any other Provincial or Federal Act;
 - (b) persons reported or found inadmissible on grounds of security (A34), human or international rights violation (A35), serious criminality [A36(1)], criminality [A36(2)], organized criminality (A37);
 - (c) Ministerial interventions that concern persons identified under art. 11(b) of the 1951 Convention
 - (d) persons who are serving a sentence for a criminal offence under any Act of Parliament: all processes before the IRB are to be completed, wherever feasible, prior to the date on which the person may be released on full parole or statutory release or date on which the person completes the sentence or term of imprisonment;
 - (e) unaccompanied minors and, where appropriate, persons identified as a vulnerable person;
 - (f) persons reported or found inadmissible on health grounds (A38);
 - (g) *de novo* cases referred back from the Federal Court;
 - (h) persons who fail to cooperate with CIC or the CBSA in establishing their identity;
 - (i) persons who are part of emerging trends or situations identified pursuant to section 4.1 of this Annex; and,
 - (j) cases where cessation (A108) or vacation (A109) of refugee protection is sought on application by the Minister.

**INFORMATION SHARING ANNEX BETWEEN CITIZENSHIP AND
IMMIGRATION CANADA (CIC), THE CANADA BORDER SERVICES
AGENCY (CBSA) AND THE IMMIGRATION AND REFUGEE BOARD OF
CANADA (IRB)**

BETWEEN

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB), hereinafter jointly referred to as "The Parties".

WHEREAS:

The Parties, have a common commitment to realizing the objectives related to immigration and refugees— as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA) and acknowledge that a coordinated and structured information sharing regime between the organizations, each acting within its own mandate, is essential to support these objectives.

The Parties concluded and signed a Memorandum of Understanding, hereinafter jointly referred to as the "MOU" in April 2008, specifying that the Parties agree to negotiate Annexes under the MOU. This Annex will be interpreted in accordance with the principles contained in the MOU.

The Parties have separate responsibilities in matters relating to the immigration and refugee protection lines of business as defined in the MOU.

The Parties regard information sharing as a key element in the efficient and effective management of the refugee and immigration programs. This Annex focuses on the lawful authorities and policies by which the three organizations share information to further their respective mandates.

The Parties share personal and case-related information limited to advancing their respective immigration and refugee determination lines of business within the scope of their responsibilities as defined in the *IRPA*.

The Parties recognize that any sharing of information must be carried out in accordance with section 7 of the MOU and the authorities identified in section 5.1 of this Annex.

THE PARTIES AGREE:

1. Purpose and Objective

- 1.1 The purpose of this Annex is to outline the administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee protection processes.
- 1.2 The objectives of this Annex are to govern the exchange of personal and case related information and to facilitate the flow of shared information between the Parties, for the purposes of immigration and refugee case processing, management of caseloads, tracking of cases, evaluation purposes and statistical reporting between the Parties.
- 1.3 This Annex is not intended to override the Immigration Refugee Protection Regulations and Divisional Rules that govern disclosure between the Parties in proceedings before the IRB.

2 Commitment

- 2.1 The Parties commit to lawfully sharing case specific information, including personal and case related information systematically or on a case by case basis based on arrangements made between the three organizations;
- 2.2 The Parties commit to lawfully exchanging personal and case related information for purposes related to their respective roles in immigration and refugee case processing.

3 Information to be provided

- 3.1 The Parties adopt the definition of "*personal Information*" as it is described in section 3 of the *Privacy Act* and agree to share information pursuant to section 8 of the *Privacy Act*.
- 3.2 The Parties agree to share personal information relating to an applicant/ refugee claimant for the purpose of the respective roles and responsibilities of each Party within the context of the administration of the *IRPA* and its regulations, and the *Citizenship Act*.
- 3.3 A non-exhaustive list of elements of personal information being shared is described in Schedule 1.

3.4 Schedule 1 may be amended in writing by mutual consent of the designated representatives from CIC, the CBSA and the IRB who form the Steering Committee, as identified in Appendix A of the MOU.

3.5 The Parties will share personal and case related information, including country condition information, internal guidelines, and case specific processes between the three Parties.

3.6 The Parties will also share statistical information and other reports, for the purposes of the management, monitoring and evaluation of their respective immigration and refugee programs.

4 Method of Sharing Information

4.1 The Parties commit to continuing to exchange case information electronically via a secure interface. The Parties favour the use of technology to streamline the sharing of information. The parties may establish a secure electronic interface for an automatic upload of shared data and appropriate access to operational systems and databases.

4.2 Information shared under this Annex may be shared proactively or in response to a request. Further, the sharing of information, for the purposes described in Section 1 of this Annex, may be systematic or on a case by case basis.

4.3 When information is not routinely exchanged, the Parties will send a request and provide a response in written format unless it is not practicable to do so.

5 Confidentiality and Limitations :

5.1 The Parties commit to taking all reasonable measures to preserve the level of confidentiality and integrity of the information received from the Parties and safeguard the information against accidental or unauthorized access, use or disclosure, in accordance with the *Access to Information Act* and the *Privacy Act*.

6 Monitoring and Evaluation

6.1 Each Party will incorporate practices to ensure monitoring of this Annex and evaluate whether the information being shared responds to the objectives of this Annex as established in section 1. For example, the Parties will report at portfolio working group meetings on their respective efforts. The portfolio working group includes representatives from the IRB, CIC and the CBSA as it relates to the immigration and refugee program.

6.2 The Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.

6.3 A record of discussion will be drafted and provided to the Steering Committee.

7 Information Management

7.1 The Parties will exercise reasonable efforts to ensure that all personal information disclosed between the Parties will be transmitted, accessed, maintained and destroyed or disposed of in accordance with the *Privacy Act*, the *Library and Archive of Canada Act* as well as their respective regulations.

7.2 In the event of any accidental or unauthorized access, use, disclosure, modification or deletion of personal information provided, the Parties will investigate and promptly notify the other Party (ies) with full details and results of any investigation.

7.3 The Party that committed the privacy breach will take corrective measures to address the situation and to prevent future occurrences and inform the supplying Party accordingly.

8 Subsequent Disclosure

8.1 Personal information that is received from a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless permitted by law or covered by international agreements. Where disclosure of personal information is permitted by law, the supplying Party will be notified in writing of the disclosure.

8.2 Information, other than personal information, that is received by a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless such disclosure is permitted by law.

9 Dispute Resolution

9.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.

10 Administration

10.1 This Annex will come into effect on the date it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.

10.2 On the date which this Annex comes into effect, the Information Sharing Agreement between CIC and the IRB, signed on 18 November 1997, under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on January 21, 2013 in Ottawa, Canada.



Caitlin Imrie
A/Director General,
Refugee Affairs Branch, CIC



Caroline Melis
Director General,
Operational Management and
Coordination, CIC



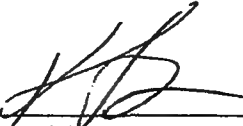
Peter D. Hill
Director General,
Enforcement and Intelligence Programs
CBSA



Geoff Leckey,
Director General,
Enforcement and Intelligence Operations
CBSA



Rebecca Mc Taggart
A/Director General,
Operations Branch,
IRB



Keyin White
Director General,
Strategic Communications and
Partnerships Branch, IRB

Schedule 1 to the Information Sharing Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB).

Pursuant to Section 5 of the Annex, personal information being shared may include, but is not limited to:

- Name
- Alias(es)
- Gender
- Physical description
- Date of birth
- Country of birth
- Country of last Permanent Residence
- Citizenship(s) or nationality(ies)
- Biometrics including photographs and fingerprints
- Work history
- Military service history
- Adverse information such as links with terrorists, criminal activities, war crimes and/or organized crime groups
- Citizenship or immigration enforcement history
- Travel carrier information
- Passport and travel document information
- Personal identification documents
- Travel routing, itinerary and history
- Telephone numbers
- Addresses
- Marital status and family composition
- Current and previous immigration status/ violations
- Outstanding immigration and criminal warrants for arrest
- Occupational information
- Education
- Grounds of inadmissibility
- Grounds of removal
- Documents submitted in support of an application to the IRB, CBSA and/ or CIC
- Other documents/ intelligence relevant to the role/ responsibility of the Parties to this Annex.

PROTECTED B



Canada Border
Services Agency Agence des services
frontaliers du Canada

For approval

**MEMORANDUM OF UNDERSTANDING BETWEEN CITIZENSHIP AND
IMMIGRATION CANADA, THE CANADA BORDER SERVICES AGENCY AND THE
IMMIGRATION AND REFUGEE BOARD**

For the Director General

PURPOSE

To approve the new Memorandum of Understanding (MOU) between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB) at the next Steering Committee meeting scheduled for December 15th, 2015.

ISSUE

An MOU between Citizenship and Immigration Canada (CIC), the CBSA and the IRB was first entered into in April 2008. The Parties reviewed the MOU in 2014-15 and drafted an updated arrangement following consultations and respective approvals. The new draft MOU has been finalized and tabled for approval and signature by the Deputy Minister of CIC, the President of the CBSA and the Chairperson of the IRB.

BACKGROUND

An MOU between CIC, the CBSA and the IRB was signed in April 2008 to establish the basis of cooperation between the Parties regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the IRB.

The associated Priorities Coordination Annex was signed on April 10, 2012, and the Information Sharing Annex was signed on January 21, 2013. Regular trilateral discussions were held on the outstanding Detention, Safety and Security Annex and the Interpreter Annex, which had also been identified for development.

The 2008 MOU was to be reviewed every two years by the Parties. However, due to other competing priorities, it was not reviewed until 2014-15 following the direction set by the Directors General (DGs) level Steering Committee (SC). At that time, the Trilateral Working Group (WG) was asked to undertake a review of the MOU and the existing Annexes.

Following the review, it was agreed that the WG would finalize the new MOU, finalize the Detention Safety and Security Annex and update the current Information Sharing Annex for finalization by the end of FY 2015-2016. It was agreed that the existing Priorities Coordination

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Canada

PROTECTED B

Annex would be reviewed after the three-year Refugee Reform evaluation was completed. The development of the Interpreter Annex has not been scheduled.

CONSIDERATIONS

The development of the new MOU included two broad internal consultations at the regional and national headquarters levels.

Similar to the 2008 MOU, the proposed new MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

Varying from the 2008 MOU, the governance of the various WGs have been incorporated as well as a clause ensuring that the finalized Annexes under the 2008 MOU will remain in effect until replaced or terminated.

Given that no new information is being shared than would have been shared under the 2008 version, or under any of the legislation or programs that allows for the sharing of information, it was agreed that a Privacy Impact Assessment was not required.

Signatories to the MOU remain at the Deputy Minister level, Deputy Minister for CIC, President of the CBSA and Chairperson of the IRB. Similarly, signatories to the Annexes will remain the SC members identified in the MOU.

NEXT STEPS

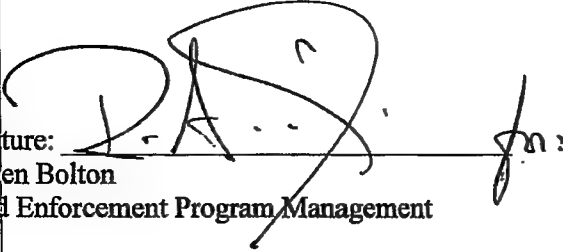
The IRB is planning to schedule a signing ceremony for the three Parties' Deputy Ministers by mid to end of January or early February 2016 to ratify the document.

PROTECTED B

RECOMMENDATION

In light of the above considerations, the Management Sub-Committee (Directors) and WG endorse this MOU and make the following recommendation:

- Approval of the final MOU to be shared with the DM level Parties. (Attached for approval and supporting Annexes for information)

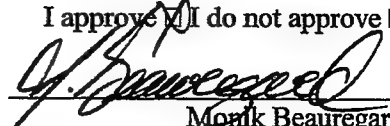
Signature: 

Stephen Bolton

Inland Enforcement Program Management

Director General's Response

I approve ☒ I do not approve ☐



Monik Beauregard

Director General

Enforcement and Intelligence Programs

ATTACHMENTS

1. Memorandum of Understanding between CIC, CBSA and IRB
2. For your information:
 - 2008 Trilateral MOU between CIC, the CBSA and the IRB
 - Priorities Coordination Annex (English and French)
 - Information Sharing Annex (English and French)
 - 2015-16 Critical Path

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION (CIC)

represented by the Deputy Minister of the Department of Citizenship and Immigration AND

THE CANADA BORDER SERVICES AGENCY (CBSA)

represented by the President of the Canada Border Services Agency

AND

THE IMMIGRATION AND REFUGEE BOARD OF CANADA (IRB)

represented by the Chairperson of the Immigration and Refugee Board of Canada

Collectively referred to as the "Parties."

Introduction

WHEREAS the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (IRPA);

WHEREAS the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

WHEREAS under the IRPA, CIC is responsible for facilitating the arrival of people and their integration into Canada in a way that maximizes their contribution to the country while protecting the health, safety and security of Canadians. CIC also maintains Canada's humanitarian tradition by protecting refugees and people in need of protection. These objectives are achieved through the administration of the IRPA, the *Department of Citizenship and Immigration Act* and the *Immigration and Refugee Protection Regulations*;

WHEREAS the CBSA is responsible for providing integrated border services that support national security priorities and facilitate the free flow of people and goods, including food, plants and animals, across the border. Under the IRPA, the CBSA is responsible for managing the flow of travelers at Canadian ports of entry, intelligence, interdiction of irregular migration, immigration enforcement and criminal investigations of IRPA offences. This includes responsibility for arrests, detentions, removals and representing Ministers at immigration proceedings. Along with the IRPA, the CBSA's mandate is fulfilled through the administration of over 90 acts, including the *Customs Act* and the *Canada Border Services Agency Act*;

WHEREAS the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

Draft version November 19, 2015

WHEREAS CIC and the CBSA signed a Memorandum of Understanding (MOU) on May 4th, 2011, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the effective administration and delivery of the immigration and refugee programs, information sharing and the provision of various services, lines of business and shared IT services;

WHEREAS CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the IRPA and its Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the IRPA; and

WHEREAS the IRB reports to Parliament through the Minister of Citizenship and Immigration Canada and the CBSA reports to the Minister of Public Safety and Emergency Preparedness.

Therefore the Parties agree as follows:

Purpose

1. This MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee programs with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

Principles

2. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on that independence. Moreover, the IRB is a tribunal before which the CBSA and CIC appear as parties. The Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

3. The Parties agree to, where appropriate, share information and cooperate on administrative, safety and security measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the IRPA;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

Sharing of information

4. The Parties agree to share, where appropriate, such information as is required to carry out their respective mandates as derived from the IRPA.

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5. The administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee processes is outlined in the Information Sharing Annex.

6. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

Communication and consultation

7. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.

8. Key areas for communication and consultation may include:

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning or operations of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU.

9. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

Governance

10. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU.

Mandate of the Steering Committee

11. The Steering Committee is responsible for the administration of this MOU. It will meet to provide oversight and direction on the elements pertaining to the MOU, set the priorities for the Annexes, solve significant issues of interpretation or application arising from the MOU and advise the persons occupying the positions of the signatories of the MOU regarding changes and termination of the MOU.

Steering Committee Members

12. The following designated officials are signatories to the Annexes for the Parties and have overall administrative responsibility for this MOU and its Annexes

CIC - DG, Refugee Affairs Branch

CIC - DG, Operational Management and Coordination Branch.

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CBSA - DG, Enforcement and Intelligence Programs Directorate
CBSA - DG, Enforcement and Intelligence Operations Directorate.

IRB - DG, Policy, Planning and Research Branch
IRB - DG, Registry and Regional Support Services Branch.

Substitutes

13. All Committee members who cannot attend a meeting should arrange for a delegate to attend in their place. The replacement will have full authority to make decisions on behalf of the absent member.

Secretariat

14. The secretariat functions are shared and will rotate each fiscal year between the three Parties. The Party who assumes the secretariat function will also chair meetings during the course of the fiscal year and circulate a record of decision to the Parties.

Frequency of Meetings

15. The Steering Committee will meet at least once a year or as required to address issues pertaining to the MOU and its Annexes.

Sub-committees

16. To assist it in fulfilling its oversight responsibilities pertaining to the MOU and its Annexes, the Steering Committee will establish the following sub-committees:

- The Management sub-committee consists of Director/Manager level representatives from each Party and will meet regularly to provide direction and guidance to the Working Group (WG) as well as monitor its work, make recommendations and report activities to the Steering Committee.
- The WG consists of subject matter experts from each Party and is responsible for discussing, drafting and consulting on the MOU and any Annexes stemming from the MOU, as well as for making recommendations and reporting activities to the Management sub-committee.

Annexes

17. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.

18. The Annexes comprise an integral part of this MOU and are to be interpreted in a manner consistent with this MOU.

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19. Annexes under this MOU may be developed or amended as required at any time with the approval of the Steering Committee.

20. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.

Dispute resolution

21. Any disagreement arising from the interpretation or operation of this MOU and its Annexes that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If such negotiation fails, the Parties will refer the matter to the persons occupying the positions of the signatories for resolution.

22. Where an Annex does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply.

Financial arrangements

23. This MOU will not impose financial responsibilities on any Party. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific Annex.

Administrative details

Review

24. The Parties agree to review this MOU and Annexes no later than five years from the date on which the MOU takes effect and no later than every five years thereafter to monitor its performance and effectiveness.

Date in effect

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

26. The Parties agree that, on the date on which this MOU comes into effect, the 2008 MOU between CIC, the CBSA and the IRB is terminated.

27. The Parties agree that the existing Annexes and sub-agreements referred to in the 2008 MOU will remain in effect under this MOU until they have been terminated or replaced.

Amendment

28. This MOU may be amended at any time, by mutual written consent of the persons occupying the positions of the signatories to this MOU.

29. Where an Annex under this MOU does not specify an amending process, it may be amended at any time by mutual written consent of the persons occupying the positions of the signatories to the Annex.

Audit, evaluation and quality assurance

30. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit and Evaluation bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

31. Quality assurance activities related to specific business processes are the responsibility of the program area. The Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of the Parties where it will promote organizational learning across the immigration and refugee programs.

Security of information

32. Each Party is responsible for ensuring that the standards and requirements of the *Policy on Government Security* for the safeguarding of sensitive information and assets under their control and the *Operational Standard for the Security of Information Act*, as amended or replaced from time to time, are met.

Termination

33. This MOU may be terminated by mutual written consent of the persons occupying the positions of the signatories to this MOU.

34. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.

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35. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to terminate from the MOU. Upon the termination of either CIC or the CBSA under this provision, the MOU will remain in effect as between the IRB and the remaining Party.

36. Where an Annex does not specify a termination process, it may be terminated between the persons occupying the positions of the signatories to the Annex, i.e. Steering Committee, at any time by providing 90 days written notice to the other Parties of its intention to terminate from the Annex.

37. If any Party terminates their participation in this MOU, their participation in any Annex under this MOU is also terminated.

Counterpart signature

38. This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS THEREOF, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

FOR THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

Anita Biguzs
Deputy Minister of the Department of Citizenship and Immigration

FOR THE CANADA BORDER SERVICES AGENCY

Linda Lizotte-MacPherson
President of the Canada Border Services Agency

FOR THE IMMIGRATION AND REFUGEE BOARD OF CANADA

Mario Dion
Chairperson of the Immigration and Refugee Board of Canada

Draft version November 19, 2015



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF
CITIZENSHIP AND IMMIGRATION, THE
CANADA BORDER SERVICES AGENCY
AND THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**

MEMORANDUM OF UNDERSTANDING

To establish the basis of cooperation regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the Immigration and Refugee Board of Canada.

BETWEEN

**THE DEPARTMENT OF CITIZENSHIP AND
IMMIGRATION**

represented by the Deputy Minister of the Department of Citizenship and Immigration and herein referred to as "CIC"

AND

**THE CANADA BORDER
SERVICES AGENCY**

represented by the President of the Canada Border Services Agency and herein referred to as the "CBSA"

AND

**THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**

represented by the Chairperson of the Immigration and Refugee Board of Canada and herein referred to as the "IRB"

Hereinafter jointly referred to as the "Parties."



**PROTOCOLE D'ENTENTE ENTRE LE
MINISTÈRE DE LA CITOYENNETÉ ET DE
L'IMMIGRATION, L'AGENCE DE SERVICES
FRONTALIERS DU CANADA ET LA
COMMISSION DE L'IMMIGRATION ET DU
STATUT DE RÉFUGIÉ DU CANADA**

PROTOCOLE D'ENTENTE

Établir les bases de la collaboration au sujet de la prestation du programme d'immigration et de statut de réfugié dans le cadre du mandat de la Commission de l'immigration et du statut de réfugié du Canada.

ENTRE

**LE MINISTÈRE DE LA CITOYENNETÉ ET
DE L'IMMIGRATION**

représenté par le sous-ministre du ministère de la Citoyenneté et de l'Immigration, ci-après appelé « CIC »

ET

**L'AGENCE DES SERVICES FRONTALIERS
DU CANADA**

représentée par le président de l'Agence des services frontaliers du Canada, ci-après appelée « ASFC »

ET

**LA COMMISSION DE L'IMMIGRATION ET
DU STATUT DE RÉFUGIÉ DU CANADA**

représentée par le président de la Commission de l'immigration et du statut de réfugié du Canada, ci-après appelée « CISR »

Ci-après désignées conjointement sous le nom de « parties »

INTRODUCTION

WHEREAS the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (*IRPA*);

WHEREAS the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

WHEREAS CIC is responsible for attracting and welcoming people from all parts of the world, enriching the economic, social and cultural development of Canada while contributing to the health, safety and security of Canadians, protecting those in need of Canada's protection and providing for the granting of citizenship, through the administration of both the *IRPA* and the *Citizenship Act*;

WHEREAS the CBSA was created by Order in Council on December 12, 2003, and immigration enforcement and intelligence responsibilities under the *IRPA* were transferred from CIC to the CBSA, and whereas the CBSA is responsible for providing integrated border services that support national security, public safety and trade, which is achieved through the administration and enforcement of various acts, including the *IRPA*, to facilitate the free flow of persons and goods to and from Canada;

WHEREAS CIC and the CBSA signed a Memorandum of Understanding (MOU) on March 27, 2006, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the delivery of the immigration program, information sharing and the provision of various services within their respective mandates;

WHEREAS CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the *IRPA* and its

INTRODUCTION

ATTENDU QUE les parties sont des institutions du gouvernement du Canada ayant pris l'engagement commun d'atteindre les objectifs de la *Loi sur l'immigration et la protection des réfugiés* du Canada, L.C. 2001, c. 27 (*LIPR*);

ATTENDU QUE les parties sont les principales organisations au sein du portefeuille d'immigration et de statut de réfugié, et qu'elles se partagent les responsabilités de la gestion de l'enveloppe de ressources attribuées à ce portefeuille;

ATTENDU QUE CIC est responsable d'attirer et d'accueillir les personnes du monde entier, d'enrichir le développement économique, social et culturel du Canada tout en contribuant à la santé et à la sécurité des Canadiens et des Canadiennes, de protéger ceux qui ont besoin de la protection du Canada et de prévoir l'octroi de la citoyenneté, au moyen de l'administration de la *LIPR* et de la *Loi sur la citoyenneté*;

ATTENDU QUE l'ASFC a été créée par décret en conseil le 12 décembre 2003, et que les responsabilités relatives à l'exécution de la loi et au renseignement sur l'immigration, prévues par la *LIPR* ont été transférées de CIC à l'ASFC, et attendu que l'ASFC est responsable de fournir des services frontaliers intégrés qui favorisent à la fois la sécurité nationale, la sécurité du public et le commerce. Elle s'acquitte de ce mandat par l'administration et l'exécution de diverses lois, dont la *LIPR*, afin de faciliter la libre circulation des personnes et des marchandises qui entrent et sortent du Canada;

ATTENDU QUE CIC et l'ASFC ont signé un protocole d'entente (PE) le 27 mars 2006 pour définir, en des termes généraux, les fondements de la collaboration entre CIC et l'ASFC quant à la prestation du programme d'immigration, à l'échange d'information et à la prestation de divers services dans le cadre de leurs mandats respectifs;

ATTENDU QUE CIC et l'ASFC ont la responsabilité d'utiliser des pratiques exemplaires dans l'exécution de leurs responsabilités aux termes

Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the *IRPA*;

WHEREAS the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

WHEREAS the IRB reports to Parliament through the Minister of Citizenship and Immigration and the CBSA reports to the Minister of Public Safety;

AND WHEREAS CIC and the IRB share an Administrative Framework Agreement, which came into effect on December 13, 1996, under which various sub-agreements were adopted:

- Information Sharing Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Priorities Coordination Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Agreement Regarding Claim-Related Information from Refugee Claimants between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1999
- Memorandum of Understanding on Information Exchange between the Documentation, Information and Research Branch, Immigration and Refugee Board of Canada and Refugees Branch of the Department of Citizenship and Immigration, August 1997

de la *LIPR* et de son Règlement d'application, d'une manière qui tienne compte des intérêts nationaux et internationaux du gouvernement du Canada, et qui reconnaisse les objectifs énoncés à l'article 3 de la *LIPR*;

ATTENDU QUE la CISR est un tribunal quasi-judiciaire indépendant, mis en place par le Parlement du Canada pour régler de manière efficace, équitable et conforme à la loi les questions en matière d'immigration et de statut de réfugié;

ATTENDU QUE la CISR rend compte de ses activités au Parlement par l'intermédiaire du ministre de la Citoyenneté et de l'Immigration, et que l'ASFC rend compte de ses activités au ministre de la Sécurité publique;

ET ATTENDU QUE CIC et la CISR partagent une Entente-cadre administrative entrée en vigueur le 13 décembre 1996, sous laquelle diverses ententes auxiliaires ont été adoptées:

- Entente sur l'échange de renseignements entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur la coordination des priorités entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur les renseignements relatifs aux revendications des demandeurs du statut de réfugié entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1999
- Protocole d'entente sur l'échange d'information entre la Direction générale de la documentation, de l'information et des recherches de la Commission de l'immigration et du statut de réfugié du Canada et La Direction générale des réfugiés du ministère de la Citoyenneté et de l'Immigration, Août 1997

**THEREFORE THE PARTIES AGREE AS
FOLLOWS:**

PURPOSE

1. This Memorandum of Understanding establishes the administrative framework that will facilitate:
 - the sharing of information between CIC and the IRB and between the CBSA and the IRB, with respect to matters within the mandate of the IRB; and
 - cooperation on administrative measures with respect to matters within the mandate of the IRB.
2. CIC and the IRB agree that, on the date on which this MOU comes into effect, the Administrative Framework Agreement between CIC and the IRB, which came into effect on December 13, 1996, is terminated.
3. The Parties agree that the existing sub-agreements under the Administrative Framework Agreement will continue in effect under this MOU, in accordance with section 18 below.

PRINCIPLES

4. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. The IRB is a tribunal before which the CBSA and CIC appear as parties. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on the institutional independence of the IRB. Moreover, the Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

**PAR CONSÉQUENT, LES PARTIES
CONVIENNENT DE CE QUI SUIT :**

OBJET

1. Le présent protocole d'entente établit le cadre administratif qui facilitera :
 - l'échange d'information entre CIC et la CISR, et entre l'ASFC et la CISR, en ce qui a trait aux questions qui relèvent du mandat de la CISR; et
 - la collaboration relative aux mesures administratives en ce qui a trait aux questions qui relèvent du mandat de la CISR.
2. CIC et la CISR conviennent qu'à la date de prise d'effet du présent PE, l'Entente-cadre administrative entre CIC et la CISR, entrée en vigueur le 13 décembre 1996, prendra fin.
3. Les parties conviennent que les ententes auxiliaires existantes en vertu de l'Entente-cadre administrative se poursuivront sous ce PE, en conformité avec la section 18 ci-dessous.

PRINCIPES

4. Bien qu'elles conviennent d'échanger de l'information et de collaborer à des mesures administratives, les parties reconnaissent l'indépendance institutionnelle de la CISR. La CISR est un tribunal devant lequel l'ASFC et CIC comparaissent comme parties. Rien dans le présent PE ou dans l'une de ses annexes ne sera interprété d'une manière qui contrevienne ou puisse raisonnablement être considérée comme contrevenant à l'indépendance institutionnelle de la CISR. De plus, les parties ne prendront aucune mesure qui empiète ou puisse raisonnablement être considérée comme empiétant sur l'indépendance des décideurs de la CISR dans les cas individuels.

5. The Parties agree to, where appropriate, share information and cooperate on administrative measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the *Immigration and Refugee Protection Act (IRPA)*;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

SHARING OF INFORMATION

6. CIC and the CBSA agree to share with the IRB, and the IRB agrees to share with CIC and the CBSA, where appropriate, such information as is required to carry out their respective mandates as derived from the *IRPA*.
7. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

COMMUNICATION AND CONSULTATION

8. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.
9. Key areas for communication and consultation may include:

5. Les parties conviennent, le cas échéant, d'échanger de l'information et de collaborer pour les mesures administratives ayant trait aux questions qui relèvent du mandat de la CISR concernant:

- l'amélioration de l'efficacité administrative, tout en tenant compte de l'impartialité et des principes de la justice naturelle;
- la détermination et la clarification des rôles et des responsabilités en lien avec l'administration de la *Loi sur l'immigration et la protection des réfugiés (LIPR)*;
- l'échange et l'intégration des pratiques exemplaires développées au sein de chaque organisation;
- la prestation de services améliorés et rentables au public;
- la mise en place de voies de communication efficaces;
- l'amélioration de la sécurité nationale.

ÉCHANGE D'INFORMATION

6. CIC et l'ASFC conviennent d'échanger avec la CISR, et la CISR convient d'échanger avec CIC et l'ASFC, le cas échéant, les renseignements requis pour remplir leurs mandats respectifs découlant de la *LIPR*.
7. Les parties reconnaissent que tout échange d'information sous ce PE doit se faire en conformité avec toute législation ou politique applicable.

COMMUNICATION ET CONSULTATION

8. Les parties reconnaissent que des communications et des consultations régulières et opportunes sont des éléments essentiels pour atteindre les objectifs du présent PE.
9. Les principaux domaines de communication et de consultation pourraient être les suivants :

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
 - notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
 - major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning of the other Parties; and
 - issues arising from any cost or service-sharing component of this MOU.
10. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.
- nouvelles tendances, charges de travail actuelles et prévues, priorités de la charge de travail et questions de productivité dans la mesure où elles ont une incidence sur les parties;
 - notification lorsque des changements sont apportés aux exigences établies en matière de ressources concernant des questions d'intérêt mutuel, ou lorsqu'une partie n'est pas en mesure de satisfaire aux exigences de la charge de travail;
 - initiatives majeures, y compris les propositions législatives et réglementaires ou les changements proposés aux règles, les propositions de politiques ou les nouvelles procédures administratives qui pourraient avoir une incidence significative sur le fonctionnement administratif des autres parties; et
 - questions découlant de toute composante de partage des coûts ou des services du présent PE.
10. Les parties s'efforceront de communiquer les unes avec les autres et de se consulter le cas échéant, en particulier au sujet de nouvelles initiatives ou de changements de programme susceptibles d'avoir une incidence sur les autres parties.

STEERING COMMITTEE

11. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU. Details regarding the composition of this Committee and its meeting schedule are provided in Appendix A, as amended from time to time.

COMITÉ DIRECTEUR

11. Les parties conviennent de mettre sur pied un Comité directeur pour superviser les éléments du présent PE et pour résoudre les questions importantes d'interprétation ou d'application découlant du présent PE. Les détails relatifs à la composition de ce comité et à son calendrier de réunions sont énoncés à l'Appendice A, y compris les modifications successives.

ANNEXES

12. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.
13. Approved annexes will be identified in Appendix B, as amended from time to time. Additional subject areas for annexes may be identified in the future by the Steering Committee.
14. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.
15. Where an annex does not specify a consultation process, the consultation process set out in this MOU will apply to that annex as between the relevant Parties.

Existing sub-agreements

16. The Parties agree that, where applicable, the existing sub-agreements listed in the Introduction will continue to apply to the Parties according to their respective mandates, to the extent that they do not conflict with this MOU, in which case this MOU will prevail.
17. The existing sub-agreements will be interpreted in the spirit of, and governed by, the principles contained in this MOU, and any issues of interpretation or application will fall under the responsibility of the Steering Committee.
18. The existing sub-agreements will remain in effect either until such time as the Parties enter into new annexes under this MOU to replace them or until an existing sub-agreement is terminated in accordance with the terms of that sub-agreement or this MOU.

ANNEXES

12. Les parties conviennent de négocier des annexes dans le cadre du présent PE, lesquelles seront négociées et interprétées conformément aux principes du présent PE.
13. Les annexes approuvées seront indiquées à l'Appendice B, y compris les modifications successives. Les domaines additionnels des annexes pourront être définis à l'avenir par le Comité directeur.
14. Les parties à ces annexes seront soit la CISR et l'une des autres parties au présent PE, soit, le cas échéant, les trois parties au présent PE.
15. Lorsqu'une annexe ne précise aucun processus de consultation, le processus de consultation énoncé dans le présent PE s'appliquera entre les parties pertinentes à cette annexe.

Ententes auxiliaires existantes

16. Les parties conviennent que, le cas échéant, les ententes auxiliaires existantes énumérées en introduction continueront de s'appliquer aux parties conformément à leurs mandats respectifs, dans la mesure où elles n'entrent pas en conflit avec le présent PE, auquel cas le présent PE prévaudra.
17. Les ententes auxiliaires existantes seront interprétées dans l'esprit des principes contenus dans le présent PE, et régies par ces principes, et toute question d'interprétation ou d'application relèvera de la responsabilité du Comité directeur.
18. Les ententes auxiliaires existantes demeureront en vigueur jusqu'à ce que les parties concluent de nouvelles annexes dans le cadre du présent PE afin de les remplacer ou jusqu'à ce qu'une entente auxiliaire existante soit résiliée en conformité avec les termes de cette entente auxiliaire ou du présent PE.

19. Where an existing sub-agreement does not specify a consultation process, the consultation process set out in this MOU will apply to that sub-agreement.

DESIGNATED OFFICIALS

20. The following designated officials for the Parties have overall administrative responsibility for this MOU and its Appendices A and B.

For CIC:

Director General
Refugees Branch
365 Laurier Avenue West
Ottawa, ON
K1A 1L1

For the CBSA:

Director General
Enforcement Programs Directorate
Enforcement Branch
191 Laurier Avenue West
Ottawa, ON
K1A 0L8

For the IRB:

Director General
Operations Branch
344 Slater Street
Ottawa, ON
K1A 0K1

DISPUTE RESOLUTION

21. Any disagreement with respect to this MOU that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If those officials are not able to resolve the disagreement, it will be resolved by the persons occupying the positions of the signatories to this MOU.

19. Dans les cas où une entente auxiliaire existante ne précise aucun processus de consultation, le processus de consultation établi dans le présent PE s'appliquera à cette entente auxiliaire.

REPRÉSENTANTS DÉSIGNÉS

20. Les représentants désignés suivants pour les parties ont la responsabilité administrative générale du présent PE et de ses Appendices A et B.

Pour CIC :

Directeur général
Direction générale des réfugiés
365, avenue Laurier Ouest
Ottawa (Ontario)
K1A 1L1

Pour l'ASFC :

Directeur général
Direction des programmes d'exécution de la loi,
Direction générale de l'exécution
191, avenue Laurier Ouest
Ottawa (Ontario)
K1A 0L8

Pour la CISR :

Directeur général
Direction générale des opérations
344, rue Slater
Ottawa, (Ontario)
K1A 0K1

RÈGLEMENT DES LITIGES

21. Tout désaccord relatif au présent PE qui ne peut être résolu par des consultations entre les parties sera référé au Comité directeur, qui se chargera de le résoudre. Si ces représentants ne peuvent résoudre le litige, il sera réglé par les personnes occupant un poste de signataire du présent PE.

22. Where an annex or an existing sub-agreement does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

FINANCIAL ARRANGEMENTS

23. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific annex.

ADMINISTRATIVE DETAILS

Review

24. The Parties agree to review this MOU no later than two years from the date on which the MOU takes effect and every two years thereafter.

Date in effect

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

Amendment

26. This MOU may be amended at any time, by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.
27. Where an annex or an existing sub-agreement does not specify an amending process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

22. Dans les cas où une annexe ou une entente auxiliaire ne précise aucun processus de règlement des litiges, le processus de règlement des litiges établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire.

ARRANGEMENTS FINANCIERS

23. Chaque partie est responsable de ses propres frais rattachés aux activités prévues par ce PE, à moins d'une indication contraire dans une annexe donnée.

DÉTAILS ADMINISTRATIFS

Révision

24. Les parties conviennent de revoir le présent PE au plus tard dans les deux ans suivant sa date de prise d'effet, et par la suite tous les deux ans.

Date d'entrée en vigueur

25. Le présent PE entrera en vigueur à la date à laquelle il sera signé par la dernière des parties et le demeurera jusqu'à ce qu'il soit résilié, conformément à la procédure établie dans le présent PE.

Modification

26. Le présent PE peut être modifié en tout temps, avec le consentement mutuel des parties, par un échange de correspondance entre les personnes occupant un poste de signataire du présent PE.
27. Dans les cas où une annexe ou une entente auxiliaire existante ne précise aucun processus de modification, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

AUDIT, EVALUATION AND QUALITY ASSURANCE

28. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans on an annual basis;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

29. While quality assurance can be a component of an audit, quality assurance activities related to specific business processes are the responsibility of the program area. All three Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of all three Parties where it will promote organizational learning across the immigration program.

VÉRIFICATION, ÉVALUATION ET ASSURANCE DE LA QUALITÉ

28. Sans restreindre la capacité de chacune des parties à tenir des vérifications et des évaluations dans le cadre de ses responsabilités respectives en matière de politiques et de prestation de services, les dirigeants des organisations de vérification interne pour CIC, la CISR et l'ASFC travailleront en collaboration à la tenue de vérifications horizontales et d'évaluations. Cette collaboration inclura :

- l'échange de plans de vérification et d'évaluation sur une base annuelle;
- La consultation à chaque étape de vérifications et d'évaluations horizontales, de la planification au rapport final, lorsque la vérification ou l'évaluation a trait à une prestation partagée ou qu'elle a une incidence sur un processus fonctionnel des organisations partenaires; cette consultation consiste à échanger des rapports préliminaires, à offrir la possibilité de fournir une rétroaction sur les résultats et les recommandations, et à contribuer aux réponses de la direction.

29. Bien que l'assurance de la qualité puisse être un élément d'une vérification, les activités d'assurance de la qualité liées à des processus fonctionnels donnés relèvent de la responsabilité du secteur de programme. Les trois parties seront responsables de la mise en œuvre et de l'administration des activités d'assurance de la qualité au sein de leur organisation ainsi que de l'échange des résultats avec le secteur de programme ou de politique approprié des trois parties, où elles encourageront l'apprentissage organisationnel dans tout le programme d'immigration.

SECURITY OF INFORMATION

30. Each Party is responsible for ensuring that the standards and requirements of the Government Security Policy for the safeguarding of sensitive information and assets under their control and the Operational Standard for the *Security of Information Act* are met.

TERMINATION

31. This MOU may be terminated by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.
32. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.
32. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to withdraw from the MOU. Upon the withdrawal of either Party under this provision, the MOU will remain in effect as between the IRB and the remaining Party.
34. Where an annex or an existing sub-agreement does not specify a termination process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

IN WITNESS THEREOF, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

SÉCURITÉ DES RENSEIGNEMENTS

30. Chaque partie est responsable de veiller à ce que les normes et les exigences de la Politique du gouvernement sur la sécurité pour la protection des renseignements et des biens sensibles qui sont sous leur contrôle et la Norme opérationnelle de la *Loi sur la protection de l'information* soient respectées.

RÉSILIATION

31. Le présent PE peut être résilié avec le consentement mutuel des parties, par l'échange de correspondance entre les personnes occupant un poste de signataire du présent PE.
32. La CISR peut résilier le présent PE avec l'une ou l'autre des parties, ou avec les deux parties, en remettant un avis écrit de 90 jours aux autres parties pour signifier son intention de résilier le présent PE. Si la CISR résilie le présent PE avec seulement l'une des parties, en vertu de la présente disposition, le présent PE demeurera en vigueur entre la CISR et la partie qui reste.
33. CIC ou l'ASFC peuvent mettre fin à leur participation au présent PE en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de se retirer du PE. Au moment du retrait de l'une des parties, en vertu de la présente disposition, le PE demeurera en vigueur entre la CISR et la partie qui reste.
34. Dans les cas où une annexe ou entente auxiliaire existante ne précise aucun processus de résiliation, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

EN FOI DE QUOI, le présent protocole d'entente, dans les deux langues officielles, a été signé en triple exemplaire, chacune des copies étant également authentique.

**FOR THE DEPARTMENT OF CITIZENSHIP
AND IMMIGRATION**


Richard B. Fadden

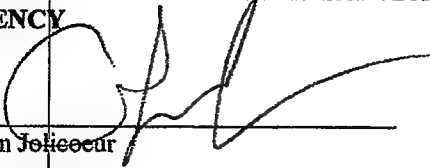
2/4/08
Deputy Minister of the Department of Citizenship
and Immigration

**POUR LE MINISTÈRE DE LA
CITOYENNETÉ ET DE L'IMMIGRATION**


Richard B. Fadden

Sous-ministre de Citoyenneté et Immigration
Canada

**FOR THE CANADA BORDER SERVICES
AGENCY**


Alain Jolicœur

President of the Canada Border Services Agency

**POUR L'AGENCE DES SERVICES
FRONTALIERS DU CANADA**


Alain Jolicœur

Président de l'Agence des services frontaliers du
Canada

**FOR THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**


Brian Goodman

Chairperson of the Immigration and Refugee Board
of Canada

**POUR LA COMMISSION DE
L'IMMIGRATION ET DU STATUT DE
RÉFUGIÉ DU CANADA**


Brian Goodman

Président de la Commission de l'immigration et du
statut de réfugié du Canada

APPENDIX A

STEERING COMMITTEE

1. The Parties agree to establish a Steering Committee comprised of representatives of each Party to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from it.

2. The Steering Committee shall be comprised of the following representatives:

IRB:

Director General, Operations,
Director General, Communications and Partnerships

CIC:

Director General, Refugees Branch,
Director General, Operational Management and Coordination

CBSA:

Director General, Programs and Operational Services Directorate,
Director General, Enforcement Programs Directorate

3. The Steering Committee shall meet as required to address issues pertaining to this MOU, but at least once per year beginning on the date on which this MOU comes into effect.

APPENDICE A

COMITÉ DIRECTEUR

1. Les parties conviennent de mettre sur pied un Comité directeur composé de représentants de chacune des parties pour superviser les éléments du présent PE et résoudre les questions importantes d'interprétation ou d'application découlant de celui-ci.

2. Le Comité directeur sera composé des représentants suivants :

CISR:

Directeur général des opérations,
Directeur général des communications et partenariats

CIC:

Directeur général, Direction générale des réfugiés,
Directeur général, Gestion opérationnelle et coordination

ASFC:

Directeur général, Direction des services aux programmes et aux opérations,
Directeur général, Direction des programmes d'exécution

3. Le Comité directeur devra se réunir au besoin, au minimum une fois par année, pour examiner les questions relatives au présent PE à compter de la date d'entrée en vigueur de celui-ci.

APPENDIX B

LIST OF APPROVED ANNEXES

APPENDICE B

LISTE DES ANNEXES APPROUVÉES

Priorities Coordination Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

Between

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

CONSIDERING that:

CIC, the CBSA, and the IRB, which is an independent quasi-judicial tribunal, have a common commitment to realizing the objectives related to the immigration and refugees - as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA), and acknowledge that coordination between the organizations, each acting within its own mandate is essential to support these objectives.

CIC, the CBSA and the IRB concluded and signed a Memorandum of Understanding (MOU), hereinafter referred to as the "MOU" in April 2008, specifying that the parties agree to negotiate Annexes under the MOU.

This Annex will be interpreted in accordance with the principles contained in the MOU. For greater certainty, in accordance with section 4 of the MOU, this Annex will be interpreted in a manner that recognizes the institutional independence of the IRB with respect to the setting of priorities in the processing of its cases and the management of its proceedings.

THE PARTIES AGREE:

1. Purpose and Objective

- 1.1 The purpose of this Annex is to outline the process by which new and/or temporary priorities in the management of cases will be identified. In the processing of cases, all Parties undertake to give due consideration to the mutually agreed priorities as set out in section 2 of this Annex.
- 1.2 The objective of this Annex is to enhance the efficient management of the immigration program and to improve the quality of service to the public by each Party in their respective roles.

2. Commitment

- 2.1 The Parties agree to give priority to identified emerging trends within the general categories of cases that are listed in Schedule 1.

- 2.2 Notwithstanding section 2.1, it is recognized that the IRB has the authority for scheduling cases to be dealt with by any Division of the IRB, and will do so in a manner which respects the right of all parties to have a full and proper hearing.
- 2.3 CIC and the CBSA agree, to notify the IRB of the general categories of cases that are listed in Schedule 1, thereby facilitating their priority processing.

3. Communication and Consultation

- 3.1 Communication and consultation between the Parties with respect to the priority processing of cases will be in accordance with the principles outlined in section 9 of the MOU.

4. Protocol for Addressing Emerging Trends and New Priorities

- 4.1 The protocol for identifying a new or a temporary priority will be for the identifying Party to provide written notification to the other Parties. When a new or a temporary priority is identified, each Party will, as operationally feasible:
 - (a) Ensure that there is adequate regional and divisional involvement and resources as required to manage the situation; and
 - (b) Involve, if necessary, other government departments and agencies who may have an interest in the situation
- 4.2 Schedule 1 may be amended in writing by mutual consent of the Steering Committee, as identified in Appendix A of the MOU, in order to make any permanent changes required to respond to an emerging trend or to add any new priorities that would ensure the efficient management of the immigration and refugee programs.
- 4.3 Additional, and/or temporary priorities may be established to respond to emerging trends or situations identified by any Party

5. Monitoring

- 5.1 Each Party will incorporate practices to ensure ongoing monitoring of this Annex. Parties will report at portfolio working group meetings, on their respective efforts to consult, cooperate and prioritize workloads, based on the priorities agreed upon in Schedule 1 as well as any emerging trends, and/or temporary priorities identified pursuant to section 4 of this Annex.
- 5.2 Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.
- 5.3 A record of discussion will be drafted and provided to the Steering Committee.

6. Dispute Resolution


6.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.

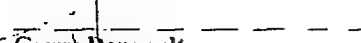
7. Administration


7.1 This Annex will come into effect on the date on which it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.

7.2 On the date which this Annex comes into effect, the Priorities Coordination Agreement between CIC and the IRB, signed on 18 November 1997, under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on April 10, 2012 in Ottawa, Canada

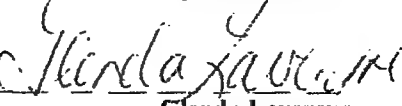

Caitlin Imrie,
A/Director General,
Refugee Affairs Branch, CIC


Gerry Deneault
Director General,
Operations Branch, IRB


Peter D. Hill
Director General,
Post Border Programs Branch,
CBSA


Caroline Melis,
Director General,
Operational Management and
Coordination, CIC


Kevin White
Director General,
Strategic Communications and
Partnerships Branch, IRB


Glenda Lavergne
Director General,
Border Operations Branch,
CBSA

Schedule 1 to the Priorities Coordination Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

1. Pursuant to section 2.1 of the Annex, without any indication as to order, the priorities for processing are the following:
 - (a) persons who are detained under the *IRP-1* and any other Provincial or Federal Act;
 - (b) persons reported or found inadmissible on grounds of security (A34), human or international rights violation (A35), serious criminality [A36(1)], criminality [A36(2)], organized criminality (A37);
 - (c) Ministerial interventions that concern persons identified under art. 11(b) of the 1951 Convention
 - (d) persons who are serving a sentence for a criminal offence under any Act of Parliament: all processes before the IRB are to be completed, wherever feasible, prior to the date on which the person may be released on full parole or statutory release or date on which the person completes the sentence or term of imprisonment;
 - (e) unaccompanied minors and, where appropriate, persons identified as a vulnerable person;
 - (f) persons reported or found inadmissible on health grounds (A38);
 - (g) *de novo* cases referred back from the Federal Court;
 - (h) persons who fail to cooperate with CIC or the CBSA in establishing their identity;
 - (i) persons who are part of emerging trends or situations identified pursuant to section 4.1 of this Annex; and,
 - (j) cases where cessation (A108) or vacation (A109) of refugee protection is sought on application by the Minister.

**INFORMATION SHARING ANNEX BETWEEN CITIZENSHIP AND
IMMIGRATION CANADA (CIC), THE CANADA BORDER SERVICES
AGENCY (CBSA) AND THE IMMIGRATION AND REFUGEE BOARD OF
CANADA (IRB)**

BETWEEN

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB), hereinafter jointly referred to as "The Parties".

WHEREAS:

The Parties, have a common commitment to realizing the objectives related to immigration and refugees— as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA) and acknowledge that a coordinated and structured information sharing regime between the organizations, each acting within its own mandate, is essential to support these objectives.

The Parties concluded and signed a Memorandum of Understanding, hereinafter jointly referred to as the "MOU" in April 2008, specifying that the Parties agree to negotiate Annexes under the MOU. This Annex will be interpreted in accordance with the principles contained in the MOU.

The Parties have separate responsibilities in matters relating to the immigration and refugee protection lines of business as defined in the MOU.

The Parties regard information sharing as a key element in the efficient and effective management of the refugee and immigration programs. This Annex focuses on the lawful authorities and policies by which the three organizations share information to further their respective mandates.

The Parties share personal and case-related information limited to advancing their respective immigration and refugee determination lines of business within the scope of their responsibilities as defined in the *IRPA*.

The Parties recognize that any sharing of information must be carried out in accordance with section 7 of the MOU and the authorities identified in section 5.1 of this Annex.

THE PARTIES AGREE:

1. Purpose and Objective

- 1.1 The purpose of this Annex is to outline the administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee protection processes.
- 1.2 The objectives of this Annex are to govern the exchange of personal and case related information and to facilitate the flow of shared information between the Parties, for the purposes of immigration and refugee case processing, management of caseloads, tracking of cases, evaluation purposes and statistical reporting between the Parties.
- 1.3 This Annex is not intended to override the Immigration Refugee Protection Regulations and Divisional Rules that govern disclosure between the Parties in proceedings before the IRB.

2 Commitment

- 2.1 The Parties commit to lawfully sharing case specific information, including personal and case related information systematically or on a case by case basis based on arrangements made between the three organizations;
- 2.2 The Parties commit to lawfully exchanging personal and case related information for purposes related to their respective roles in immigration and refugee case processing.

3 Information to be provided

- 3.1 The Parties adopt the definition of "*personal Information*" as it is described in section 3 of the *Privacy Act* and agree to share information pursuant to section 8 of the *Privacy Act*.
- 3.2 The Parties agree to share personal information relating to an applicant/ refugee claimant for the purpose of the respective roles and responsibilities of each Party within the context of the administration of the *IRPA* and its regulations, and the *Citizenship Act*.
- 3.3 A non-exhaustive list of elements of personal information being shared is described in Schedule 1.

3.4 Schedule 1 may be amended in writing by mutual consent of the designated representatives from CIC, the CBSA and the IRB who form the Steering Committee, as identified in Appendix A of the MOU.

3.5 The Parties will share personal and case related information, including country condition information, internal guidelines, and case specific processes between the three Parties.

3.6 The Parties will also share statistical information and other reports, for the purposes of the management, monitoring and evaluation of their respective immigration and refugee programs.

4 Method of Sharing Information

4.1 The Parties commit to continuing to exchange case information electronically via a secure interface. The Parties favour the use of technology to streamline the sharing of information. The parties may establish a secure electronic interface for an automatic upload of shared data and appropriate access to operational systems and databases.

4.2 Information shared under this Annex may be shared proactively or in response to a request. Further, the sharing of information, for the purposes described in Section 1 of this Annex, may be systematic or on a case by case basis.

4.3 When information is not routinely exchanged, the Parties will send a request and provide a response in written format unless it is not practicable to do so.

5 Confidentiality and Limitations :

5.1 The Parties commit to taking all reasonable measures to preserve the level of confidentiality and integrity of the information received from the Parties and safeguard the information against accidental or unauthorized access, use or disclosure, in accordance with the *Access to Information Act* and the *Privacy Act*.

6 Monitoring and Evaluation

6.1 Each Party will incorporate practices to ensure monitoring of this Annex and evaluate whether the information being shared responds to the objectives of this Annex as established in section 1. For example, the Parties will report at portfolio working group meetings on their respective efforts. The portfolio working group includes representatives from the IRB, CIC and the CBSA as it relates to the immigration and refugee program.

6.2 The Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.

6.3 A record of discussion will be drafted and provided to the Steering Committee.

7 Information Management

7.1 The Parties will exercise reasonable efforts to ensure that all personal information disclosed between the Parties will be transmitted, accessed, maintained and destroyed or disposed of in accordance with the *Privacy Act*, the *Library and Archive of Canada Act* as well as their respective regulations.

7.2 In the event of any accidental or unauthorized access, use, disclosure, modification or deletion of personal information provided, the Parties will investigate and promptly notify the other Party (ies) with full details and results of any investigation.

7.3 The Party that committed the privacy breach will take corrective measures to address the situation and to prevent future occurrences and inform the supplying Party accordingly.

8 Subsequent Disclosure

8.1 Personal information that is received from a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless permitted by law or covered by international agreements. Where disclosure of personal information is permitted by law, the supplying Party will be notified in writing of the disclosure.

8.2 Information, other than personal information, that is received by a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless such disclosure is permitted by law.

9 Dispute Resolution

9.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.

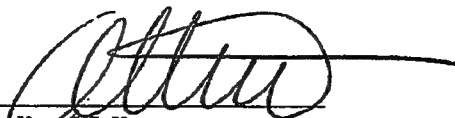
10 Administration

- 10.1 This Annex will come into effect on the date it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.
- 10.2 On the date which this Annex comes into effect, the Information Sharing Agreement between CIC and the IRB, signed on 18 November 1997, under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on January 21, 2013 in Ottawa, Canada.



Caitlin Imrie
A/Director General,
Refugee Affairs Branch, CIC



Caroline Melis
Director General,
Operational Management and
Coordination, CIC



Peter D. Hill
Director General,
Enforcement and Intelligence Programs
CBSA



Geoff Leckey,
Director General,
Enforcement and Intelligence Operations
CBSA



Rebecca Mc Taggart
A/Director General,
Operations Branch,
IRB



Kevin White
Director General,
Strategic Communications and
Partnerships Branch, IRB

Schedule 1 to the Information Sharing Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB).

Pursuant to Section 5 of the Annex, personal information being shared may include, but is not limited to:

- Name
- Alias(es)
- Gender
- Physical description
- Date of birth
- Country of birth
- Country of last Permanent Residence
- Citizenship(s) or nationality(ies)
- Biometrics including photographs and fingerprints
- Work history
- Military service history
- Adverse information such as links with terrorists, criminal activities, war crimes and/or organized crime groups
- Citizenship or immigration enforcement history
- Travel carrier information
- Passport and travel document information
- Personal identification documents
- Travel routing, itinerary and history
- Telephone numbers
- Addresses
- Marital status and family composition
- Current and previous immigration status/ violations
- Outstanding immigration and criminal warrants for arrest
- Occupational information
- Education
- Grounds of inadmissibility
- Grounds of removal
- Documents submitted in support of an application to the IRB, CBSA and/ or CIC
- Other documents/ intelligence relevant to the role/ responsibility of the Parties to this Annex.

New MOU / Annexes Critical Path 2015-16

Task Name	% Complete	Duration	Start	Finish	Predecessors	Resource Names
Review of Trilateral Memorandum of Understanding (MOU) between CIC, the CBSA and the IRB	100%		1-Apr-14	31-March-15		
IRB secretariat for Trilat MOU (FY 2015-2016)	90%		1-Apr-15	31-March-16	CBSA	Julie Bossé / Andrea Ethier
Priorities Coordination Annex update parked as per SC meeting 13-April-2015	100%		1-Apr-15	13-April -15		
NEW MOU between CIC, CBSA and the IRB	100 %	150days		End of September2015		Summer holidays taken into consideration
WG drafts New MOU (bi-weekly meetings)	100%	90days	April 2015	End of June 2015		
IRB shares updated New MOU version with WG (ongoing throughout drafting)	100%		April 2015	End of June 2015		
Share draft MOU with Directors before translation/consultation	100%			22-June-15		
IRB to translate draft MOU for consultation	100%		26-June-15	30-June-15		
IRB to share translated version for consultation	100%		2July-15	2-July-15		
1 st Consultation process begins on final document	100%	4 weeks	2- July-15	31- July-15		
CIC / CBSA comments received by IRB	100%			by 5-Aug-15WG meeting		
Post 1 st consultation –WG discussion and incorporation of comments received	100%	2 weeks	5-Aug-15	19-Aug.- 15		
Share updated draft MOU post first consultation with Directors – prior to DG and 2 nd consultation	100%			24-Aug-15		
Update SC on progress – share draft version	100%			14-Sept-15		SC meeting date seek input on their intent to proceed with concurrence of final MOU prior to DM level engagement
WG discusses final comments	100%		16-Sept-15	18-Sept-15		May need to escalate to Directors following week; TBD by 18-Sept-15
IRB Translates newest version of MOU in preparation for final consultation	100%		18-Sept-15	25-Sept-15		
IRB shares updated bilingual version with WG for final consultations (ongoing throughout drafting)	100%	1 week	17-Sept-15	25-Sept-15		

New MOU / Annexes Critical Path 2015-16

2 nd and Final consultation process begins on NEW MOU (concurrence in principle)	100%	2 weeks	28-Sept.-15	9-Oct-15	
CIC / CBSA comments received (within two weeks)	100%			9-Oct-15	
WG discusses last comments	100%			14-Oct-15	
Final version of MOU finalized/translated and shared with CIC/CBSA	100%	1 week	16-Oct-15	23-Oct-15	
Final version shared with Directors for concurrence to SC meeting	100%			26-Oct-15	October Management sub-committee meeting.
Prepare BN for DGs and share New MOU for concurrence for December SC				15-Dec-15	
Detention, Safety and Security (DS&S) Annex	100%	120 days	July/Aug 2015	DATE 2016	Drafting DS&S Annex concurrent to other documents
IRB shares version of DS&S Annex WG to focus on	100%		8-July-15		
IRB shares updated versions with WG for final consultations (ongoing throughout drafting)	100%			2-Sept-15	
Share draft DS&S Annex with Directors before translation/consultation	100%		3-Sept 2015	9-Sep-15	
WG provides update to SC DGs	100%			14-Sept-15	
IRB to translate draft MOU for consultation	100%		30-Sept-15	2-Oct-15	
IRB to share translated version for consultation	100%		2-Oct-15	2-Oct-15	
1 st consultation process begins for both final documents	100%	3 weeks	5-Oct-15	27-Oct-15	
CIC / CBSA comments received by IRB					Next WG should be 28-Oct-15 likely too close to responses received; ad hoc meeting may be required to be scheduled.
Share with SC draft version being consulted – get pulse on direction going and highlight feedback if possible	100%			2-Nov-15	
Post 1 st consultation – WG discussion and incorporation of comments received	100%	1 weeks	28-Oct-15	4-Dec-15	
IRB shares updated versions with WG for final consultations	100%	1 week	9-Nov-15	4-Dec-15	
- CIC / CBSA comments received (by following WG meeting)	100%			4-Dec-15	
- IRB to share with Sub-Management Committee (Directors) before final consultation			7-Dec-15	11-Dec-15	

New MOU / Annexes Critical Path 2015-16

- WG to reconvene if comments received		14-Dec-15	15-Dec-15	
- IRB to re-send for Annex for translation		15-Dec-15	18-Dec-15	
2 nd and Final consultation process begins on Annex	3 weeks	21-Dec-15	8-Jan-16	Comment [JR1]: Normally 2 weeks but 3 weeks due to holidays
WG meets to finalize Annex for SC Meeting in January			12-January-16	
Final version of DS&S Annex finalized/translated and shared with CIC/CBSA		20-Jan-16	22-Jan-16	
Final version shared with Directors for concurrence to SC meeting			25-Jan-16	
Prepare BN for DGs and share New Annex for approval		January / February 2016	25- February 2016	
Present final Detention, Safety and Security Annex for approval			Feb 2016	SC meetings in 2016 tbd
DG Consultation on MOU and draft DS&S Annex-			Dec-15	Next SC meeting scheduled
Table final draft of new MOU for DG SC approval in principle (pending DM signature of New MOU)			December 2015	Comment [JR2]: Pending Director direction
Incorporate any comments from DG following SC meeting			Dec-15	
Revise translation if needed			Dec-15	
IRB shares final translated MOU with WG for DM briefing			Dec-15	
MOU approval process and briefing packages for the signatories finalized by Parties			January 2016	
IRB to schedule signing ceremony		Flag late Nov/ early Dec-2015	Mid February 2016	Comment [JR3]: CIC to align with other DM level meeting in February 2016
MOU signed by the signatories (DM level)			Mid February 2016	
Information Sharing Annex		January 2016	May 2016	CIC takes over the secretariat in April 2016
IRB shares Revised Information Sharing Annex with WG		January 2016		
WG drafts Information Sharing Annex	60 days	January 2016	March 2016	
IRB shares updated versions with WG for final consultations (ongoing throughout drafting)				
1 st consultation process begins for both final documents	3 weeks	End of January 2016	3 rd week of February 2016	

New MOU / Annexes Critical Path 2015-16

CIC / CBSA comments received by IRB		End of February 2016		
Share with SC draft version being consulted – get pulse on direction going and highlight feedback if possible			SC February meeting	
Post 1 st consultation – WG discussion and incorporation of comments received	1 week	Early March 2016	2 nd week of March 2016	
IRB shares updated versions with WG for final consultations	1 week		3 rd week of March 2016	
CIC / CBSA comments received (by following WG meeting)			3 rd week of March 2016	CIC takes over the secretariat at beginning of FY 2016-17
2 nd and Final consultation process begins on NEW MOU	2 weeks		Mid April 2016	
WG meets to finalize Annex for SC Meeting in December			End April 2016	
Final version of Info Sharing Annex finalized/translated and shared with CIC/CBSA				
Final version shared with Directors for concurrence to SC meeting				
Prepare BN for DGs and share Annex for approval				
Present final Information Sharing Annex for approval			Spring/ Early Summer 2016 SC meeting	

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION (CIC)
represented by the Deputy Minister of the Department of Citizenship and Immigration **AND**

THE CANADA BORDER SERVICES AGENCY (CBSA)
represented by the President of the Canada Border Services Agency

AND

THE IMMIGRATION AND REFUGEE BOARD OF CANADA (IRB)
represented by the Chairperson of the Immigration and Refugee Board of Canada

Collectively referred to as the "Parties."

Introduction

WHEREAS the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (IRPA);

WHEREAS the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

WHEREAS under the IRPA, CIC is responsible for facilitating the arrival of people and their integration into Canada in a way that maximizes their contribution to the country while protecting the health, safety and security of Canadians. CIC also maintains Canada's humanitarian tradition by protecting refugees and people in need of protection. These objectives are achieved through the administration of the IRPA, the *Department of Citizenship and Immigration Act* and the *Immigration and Refugee Protection Regulations*;

WHEREAS the CBSA is responsible for providing integrated border services that support national security priorities and facilitate the free flow of people and goods, including food, plants and animals, across the border. Under the IRPA, the CBSA is responsible for managing the flow of travelers at Canadian ports of entry, intelligence, interdiction of irregular migration, immigration enforcement and criminal investigations of IRPA offences. This includes responsibility for arrests, detentions, removals and representing Ministers at immigration proceedings. Along with the IRPA, the CBSA's mandate is fulfilled through the administration of over 90 acts, including the *Customs Act* and the *Canada Border Services Agency Act*;

WHEREAS the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

WHEREAS CIC and the CBSA signed a Memorandum of Understanding (MOU) on May 4th, 2011, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the effective administration and delivery of the immigration and refugee programs, information sharing and the provision of various services, lines of business and shared IT services;

WHEREAS CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the IRPA and its Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the IRPA; and

WHEREAS the IRB reports to Parliament through the Minister of Citizenship and Immigration Canada and the CBSA reports to the Minister of Public Safety and Emergency Preparedness.

Therefore the Parties agree as follows:

Purpose

1. This MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee programs with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

Principles

2. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on that independence. Moreover, the IRB is a tribunal before which the CBSA and CIC appear as parties. The Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

3. The Parties agree to, where appropriate, share information and cooperate on administrative, safety and security measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the IRPA;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

Sharing of information

4. The Parties agree to share, where appropriate, such information as is required to carry out their respective mandates as derived from the IRPA.

5. The administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee processes is outlined in the Information Sharing Annex.

6. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

Communication and consultation

7. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.

8. Key areas for communication and consultation may include:

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning or operations of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU.

9. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

Governance

10. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU.

Mandate of the Steering Committee

11. The Steering Committee is responsible for the administration of this MOU. It will meet to provide oversight and direction on the elements pertaining to the MOU, set the priorities for the Annexes, solve significant issues of interpretation or application arising from the MOU and advise the persons occupying the positions of the signatories of the MOU regarding changes and termination of the MOU.

Steering Committee Members

12. The following designated officials are signatories to the Annexes for the Parties and have overall administrative responsibility for this MOU and its Annexes

CIC - DG, Refugee Affairs Branch

CIC - DG, Operational Management and Coordination Branch.

CBSA - DG, Enforcement and Intelligence Programs Directorate
CBSA - DG, Enforcement and Intelligence Operations Directorate.

IRB - DG, Policy, Planning and Research Branch
IRB - DG, Registry and Regional Support Services Branch.

Substitutes

13. All Committee members who cannot attend a meeting should arrange for a delegate to attend in their place. The replacement will have full authority to make decisions on behalf of the absent member.

Secretariat

14. The secretariat functions are shared and will rotate each fiscal year between the three Parties. The Party who assumes the secretariat function will also chair meetings during the course of the fiscal year and circulate a record of decision to the Parties.

Frequency of Meetings

15. The Steering Committee will meet at least once a year or as required to address issues pertaining to the MOU and its Annexes.

Sub-committees

16. To assist it in fulfilling its oversight responsibilities pertaining to the MOU and its Annexes, the Steering Committee will establish the following sub-committees:

- The Management sub-committee consists of Director/Manager level representatives from each Party and will meet regularly to provide direction and guidance to the Working Group (WG) as well as monitor its work, make recommendations and report activities to the Steering Committee.
- The WG consists of subject matter experts from each Party and is responsible for discussing, drafting and consulting on the MOU and any Annexes stemming from the MOU, as well as for making recommendations and reporting activities to the Management sub-committee.

Annexes

17. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.

18. The Annexes comprise an integral part of this MOU and are to be interpreted in a manner consistent with this MOU.

19. Annexes under this MOU may be developed or amended as required at any time with the approval of the Steering Committee.

20. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.

Dispute resolution

21. Any disagreement arising from the interpretation or operation of this MOU and its Annexes that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If such negotiation fails, the Parties will refer the matter to the persons occupying the positions of the signatories for resolution.

22. Where an Annex does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply.

Financial arrangements

23. This MOU will not impose financial responsibilities on any Party. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific Annex.

Administrative details

Review

24. The Parties agree to review this MOU and Annexes no later than five years from the date on which the MOU takes effect and no later than every five years thereafter to monitor its performance and effectiveness.

Date in effect

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

26. The Parties agree that, on the date on which this MOU comes into effect, the 2008 MOU between CIC, the CBSA and the IRB is terminated.

27. The Parties agree that the existing Annexes and sub-agreements referred to in the 2008 MOU will remain in effect under this MOU until they have been terminated or replaced.

Amendment

28. This MOU may be amended at any time, by mutual written consent of the persons occupying the positions of the signatories to this MOU.

29. Where an Annex under this MOU does not specify an amending process, it may be amended at any time by mutual written consent of the persons occupying the positions of the signatories to the Annex.

Audit, evaluation and quality assurance

30. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit and Evaluation bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

31. Quality assurance activities related to specific business processes are the responsibility of the program area. The Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of the Parties where it will promote organizational learning across the immigration and refugee programs.

Security of information

32. Each Party is responsible for ensuring that the standards and requirements of the *Policy on Government Security* for the safeguarding of sensitive information and assets under their control and the *Operational Standard for the Security of Information Act*, as amended or replaced from time to time, are met.

Termination

33. This MOU may be terminated by mutual written consent of the persons occupying the positions of the signatories to this MOU.

34. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.

35. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to terminate from the MOU. Upon the termination of either CIC or the CBSA under this provision, the MOU will remain in effect as between the IRB and the remaining Party.

36. Where an Annex does not specify a termination process, it may be terminated between the persons occupying the positions of the signatories to the Annex, i.e. Steering Committee, at any time by providing 90 days written notice to the other Parties of its intention to terminate from the Annex.

37. If any Party terminates their participation in this MOU, their participation in any Annex under this MOU is also terminated.

Counterpart signature

38. This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS THEREOF, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.


FOR THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION



Anita Biguzs

Deputy Minister of the Department of Citizenship and Immigration

FOR THE CANADA BORDER SERVICES AGENCY



Linda Lizotte-MacPherson

President of the Canada Border Services Agency

FOR THE IMMIGRATION AND REFUGEE BOARD OF CANADA



Mario Dion

Chairperson of the Immigration and Refugee Board of Canada

PROTOCOLE D'ENTENTE

ENTRE

LE MINISTÈRE DE LA CITOYENNETÉ ET DE L'IMMIGRATION (CIC),
représenté par le sous-ministre du ministère de la Citoyenneté et de l'Immigration,

ET

L'AGENCE DES SERVICES FRONTALIERS DU CANADA (ASFC),
représentée par le président de l'Agence des services frontaliers du Canada,

ET

**LA COMMISSION DE L'IMMIGRATION ET DU STATUT DE RÉFUGIÉ DU
CANADA (CISR),**
représentée par le président de la Commission de l'immigration et statut de réfugié du Canada,
Ci-après désignées collectivement sous le nom de « parties ».

Introduction

ATTENDU QUE les parties sont des institutions du gouvernement du Canada ayant pris l'engagement commun d'atteindre les objectifs de la *Loi sur l'immigration et la protection des réfugiés* du Canada, L.C. 2001, ch. 27 (LIPR);

QUE les parties sont les principales organisations au sein du portefeuille de l'immigration et des réfugiés, et qu'elles se partagent les responsabilités de la gestion de l'enveloppe de ressources attribuées à ce portefeuille;

QUE, au titre de la LIPR, CIC est responsable de faciliter l'arrivée de personnes et leur intégration au Canada de manière à optimiser leur apport, tout en protégeant la santé des Canadiens et en assurant leur sécurité. CIC perpétue aussi la tradition humanitaire du Canada en protégeant les réfugiés et les personnes ayant besoin de protection. Ces objectifs sont atteints par l'application de la LIPR, de la *Loi sur le ministère de la Citoyenneté et de l'Immigration* et du *Règlement sur l'immigration et la protection des réfugiés* (RIPR);

QUE l'ASFC est chargée de fournir des services frontaliers intégrés à l'appui des priorités liées à la sécurité nationale et de faciliter la libre circulation des personnes et des marchandises, y compris les aliments, les végétaux et les animaux d'un côté à l'autre de la frontière. Au titre de la LIPR, l'ASFC est responsable de gérer la circulation des voyageurs aux points d'entrée canadiens, le renseignement, l'interdiction des migrations irrégulières, l'application de la loi en matière d'immigration et les enquêtes criminelles sur les infractions à la LIPR. Cela inclut la responsabilité de procéder à des arrestations, à des mises en détention ainsi qu'à des renvois et de représenter les ministres dans les procédures en matière d'immigration. En plus de la LIPR, le

mandat de l'ASFC est réalisé par l'intermédiaire de l'administration de plus de 90 lois, y compris la *Loi sur les douanes* et la *Loi sur l'Agence des services frontaliers du Canada*;

QUE la CISR est un tribunal quasi judiciaire indépendant chargé par le Parlement du Canada de régler, de manière efficace, équitable et conforme à la loi, les cas d'immigration et de statut de réfugié;

QUE CIC et l'ASFC ont signé un protocole d'entente (PE) le 4 mai 2011 pour définir, en termes généraux, les fondements de la collaboration entre CIC et l'ASFC quant à l'administration et à la prestation efficace des programmes liés à l'immigration et aux réfugiés, à l'échange d'information et à la prestation de divers services, de divers secteurs d'activités et de services de technologie de l'information partagés;

QUE CIC et l'ASFC ont la responsabilité d'utiliser des pratiques exemplaires dans l'exécution de leurs responsabilités au titre de la LIPR et du RIPR, d'une manière qui tienne compte des intérêts nationaux et internationaux du gouvernement du Canada, et qui reconnaisse les objectifs énoncés à l'article 3 de la LIPR;

QUE la CISR rend compte de ses activités au Parlement par l'intermédiaire du ministre de la Citoyenneté et de l'Immigration, et que l'ASFC rend compte de ses activités au ministre de la Sécurité publique et de la Protection civile.

En conséquence de quoi, les parties conviennent de ce qui suit :

Objet

1. Le présent PE établit le fondement de la coopération touchant la prestation des programmes liés à l'immigration et des réfugiés quant aux affaires relevant du mandat de la CISR, y compris la coopération liée aux mesures administratives et à l'échange d'information.

Principes

2. Bien qu'elles conviennent d'échanger de l'information et de collaborer à des mesures administratives, les parties reconnaissent l'indépendance institutionnelle de la CISR. Rien dans le présent PE ou dans l'une de ses annexes ne sera interprété d'une manière qui contrevienne ou puisse raisonnablement être considérée comme contrevenant à l'indépendance institutionnelle de la CISR. De plus, la CISR est un tribunal devant lequel l'ASFC et CIC comparaissent en tant que parties. Les parties ne prendront aucune mesure qui empiète ou puisse raisonnablement être considérée comme empiétant sur l'indépendance des décideurs de la CISR dans les cas individuels.

3. Les parties conviennent, le cas échéant, d'échanger de l'information et de collaborer à des mesures liées à l'administration, à la sécurité et à la sûreté ayant trait aux questions qui relèvent du mandat de la CISR concernant :

- l'amélioration de l'efficacité administrative, tout en tenant compte des principes de l'équité et de la justice naturelle;
- la détermination et la clarification des rôles et des responsabilités en lien avec l'administration de la LIPR;
- l'échange et l'intégration des pratiques exemplaires élaborées au sein de chaque organisation;
- la prestation de services améliorés et rentables au public;
- la mise en place de voies de communication efficaces;
- l'amélioration de la sécurité nationale.

Échange d'information

4. Les parties conviennent, le cas échéant, d'échanger les renseignements requis pour remplir leur mandat respectif découlant de la LIPR.
5. Le cadre administratif régissant l'échange entre les parties de renseignements personnels et de renseignements dans le cadre des processus d'immigration et des réfugiés est défini dans l'Annexe sur l'échange de renseignements.
6. Les parties reconnaissent que tout échange d'information en vertu de ce PE doit se faire en conformité avec toute législation ou politique applicables.

Communication et consultation

7. Les parties reconnaissent que des communications et des consultations régulières et opportunes sont des éléments essentiels pour atteindre les objectifs du présent PE.
8. Les principaux domaines de communication et de consultation pourraient être les suivants :
 - nouvelles tendances, charges de travail actuelles et prévues, priorités de la charge de travail et questions de productivité dans la mesure où elles ont une incidence sur les parties;
 - notification lorsque des changements sont apportés aux exigences établies en matière de ressources concernant des questions d'intérêt mutuel ou lorsqu'une partie n'est pas en mesure de satisfaire aux exigences de la charge de travail;
 - initiatives majeures, y compris les propositions législatives et réglementaires ou les changements proposés aux règles, les propositions de politiques ou les nouvelles procédures administratives qui pourraient avoir une incidence significative sur le fonctionnement administratif des autres parties;
 - questions découlant de toute composante de partage des coûts ou des services du présent PE.

9. Les parties s'efforceront de communiquer les unes avec les autres et de se consulter le cas échéant, en particulier au sujet de nouvelles initiatives ou de changements de programme susceptibles d'avoir une incidence sur les autres parties.

Gouvernance

10. Les parties conviennent de mettre sur pied un comité directeur pour superviser les éléments du présent PE et pour résoudre les questions importantes d'interprétation ou d'application découlant du présent PE.

Mandat du comité directeur

11. Le comité directeur est responsable de l'administration du présent PE. Il se réunira pour assurer une surveillance et fournir des directives sur les éléments liés au PE, établir les priorités pour les annexes, régler les importants problèmes d'interprétation ou d'application découlant du PE, informer les personnes occupant un poste de signataire du présent PE des modifications apportées au PE ou de sa résiliation.

Membres du comité directeur

12. Les représentants désignés suivants sont les signataires des annexes pour les parties et ont la responsabilité administrative générale du présent PE et de ses annexes :

CIC – DG, Direction générale des affaires des réfugiés

CIC – DG, Direction générale de la gestion opérationnelle et de la coordination

ASFC – DG, Direction des programmes d'exécution de la loi et du renseignement

ASFC – DG, Direction des opérations relatives à l'exécution de la loi et au renseignement

CISR – DG, Direction générale des politiques, de la planification et des recherches

CISR – DG, Direction générale du Greffe et des services de soutien régionaux

Remplaçant

13. Tous les membres du comité qui ne peuvent pas participer à une réunion devraient demander à un délégué d'y assister à leur place. Ce dernier aura le plein pouvoir de prendre des décisions au nom du membre absent.

Secrétariat

14. Les fonctions de secrétariat seront partagées entre les trois parties et assumées à tour de rôle à chaque exercice. La partie qui assume la fonction de secrétariat présidera aussi les réunions au cours de l'exercice et transmettra un compte rendu des décisions aux parties.

Fréquence des réunions

15. Le comité directeur se réunira au moins une fois par année ou plus, au besoin, pour traiter des enjeux liés au PE et à ses annexes.

Sous-comité

16. Afin d'assumer les responsabilités en matière de surveillance liées au PE et à ses annexes, le comité directeur établira les sous-comités suivants :

- le sous-comité de la direction se compose de représentants de chaque partie occupant un poste au niveau de directeur ou de gestionnaire; il se réunit régulièrement pour fournir une orientation et des directives au groupe de travail et surveiller les travaux de celui-ci, et il formule des recommandations et rend compte des activités au comité directeur;
- le groupe de travail se compose de spécialistes du domaine de chaque partie; il est responsable de discuter, de se consulter et de rédiger le PE et toute annexe s'y rapportant, ainsi que de formuler des recommandations et de rendre compte des activités au sous-comité de la direction.

Annexes

17. Les parties conviennent de négocier des annexes dans le cadre du présent PE, lesquelles seront négociées et interprétées conformément aux principes du présent PE.

18. Les annexes font partie intégrante du présent PE et doivent être interprétées d'une manière qui cadre avec le présent PE.

19. Les annexes du présent PE peuvent en tout temps être élaborées ou modifiées, au besoin, sous réserve de l'approbation du comité directeur.

20. Les parties à ces annexes seront soit la CISR et l'une des autres parties au présent PE, soit, le cas échéant, les trois parties au présent PE.

Règlement des litiges

21. Tout désaccord découlant de l'interprétation ou de l'application du présent PE et de ses annexes qui ne peut être résolu par des consultations entre les parties sera transmis au comité directeur, qui se chargera de le résoudre. Si de telles négociations échouent, les parties transféreront le dossier aux personnes occupant un poste de signataire aux fins de résolution du désaccord.

22. Dans les cas où une annexe ne précise aucun processus de règlement des litiges, le processus de règlement des litiges établi dans le présent PE s'appliquera.

Arrangements financiers

23. Le présent PE n'impose aucune responsabilité financière aux parties. Chaque partie est responsable de ses propres frais rattachés aux activités prévues par le présent PE, à moins d'une indication contraire dans une annexe donnée.

Détails administratifs

Examen

24. Les parties conviennent de revoir le présent PE et ses annexes au plus tard dans les cinq ans suivant sa date de prise d'effet, et par la suite au plus tard tous les cinq ans pour en surveiller le rendement et l'efficacité.

Date d'entrée en vigueur

25. Le présent PE entrera en vigueur à la date à laquelle il sera signé par la dernière des parties et le demeurera jusqu'à ce qu'il soit résilié, conformément à la procédure établie dans le présent PE.

26. Les parties conviennent que, à la date à laquelle le présent PE entrera en vigueur, le PE de 2008 entre CIC, l'ASFC et la CISR sera résilié.

27. Les parties conviennent que les annexes actuelles et les ententes secondaires au titre du PE de 2008 resteront en vigueur dans le cadre du présent PE jusqu'à ce qu'elles soient résiliées ou remplacées.

Modification

28. Le présent PE peut être modifié en tout temps, avec le consentement mutuel des personnes occupant un poste de signataire du présent PE.

29. Dans le cas où une annexe du présent PE ne précise pas un processus de modification, elle peut être modifiée en tout temps par consentement écrit mutuel des personnes occupant un poste de signataire de cette annexe.

Vérification, évaluation et assurance de la qualité

30. Sans restreindre la capacité de chacune des parties à tenir des vérifications et des évaluations dans le cadre de ses responsabilités respectives en matière de politiques et de prestation de services, les dirigeants des organisations de vérification interne et d'évaluation pour CIC, la CISR et l'ASFC travailleront en collaboration à la tenue de vérifications horizontales et d'évaluations. Cette collaboration inclura :

- l'échange de plans de vérification et d'évaluation;

- la consultation à chaque étape de vérifications et d'évaluations horizontales, de la planification au rapport final, lorsque la vérification ou l'évaluation a trait à une prestation partagée ou qu'elle a une incidence sur un processus fonctionnel des organisations partenaires; cette consultation consiste à échanger des rapports préliminaires, à offrir la possibilité de fournir une rétroaction sur les résultats et les recommandations, et à contribuer aux réponses de la direction.

31. Les activités d'assurance de la qualité liées à des processus fonctionnels donnés relèvent de la responsabilité du secteur de programme. Les parties seront responsables de la mise en œuvre et de l'administration des activités d'assurance de la qualité au sein de leur organisation ainsi que de l'échange des résultats avec le secteur de programme ou de politique approprié des parties, où elles encourageront l'apprentissage organisationnel dans tous les programmes liés à l'immigration et des réfugiés.

Sécurité des renseignements

32. Chaque partie est responsable de veiller au respect des normes et des exigences de la Politique sur la sécurité du gouvernement pour la protection des renseignements et des biens sensibles qui sont sous leur contrôle et de la Norme opérationnelle de la *Loi sur la protection de l'information*, selon les modifications ou les remplacements effectués au fil du temps.

Résiliation

33. Le présent PE peut être résilié avec le consentement mutuel écrit des personnes occupant un poste de signataire du présent PE.

34. La CISR peut résilier le présent PE avec l'une ou l'autre des parties, ou avec les deux parties, en remettant un avis écrit de 90 jours aux autres parties pour signifier son intention de résilier le présent PE. Si la CISR résilie le présent PE avec seulement l'une des parties, en vertu de la présente disposition, le présent PE demeurera en vigueur entre la CISR et la partie qui reste.

35. CIC ou l'ASFC peuvent mettre fin à leur participation au présent PE en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de mettre fin à leur participation au présent PE. Si CIC ou l'ASFC met fin à sa participation au présent PE en vertu de la présente disposition, le PE demeurera en vigueur entre la CISR et la partie qui reste.

36. Dans le cas où une annexe existante ne précise aucun processus de résiliation, les personnes occupant un poste de signataire de cette annexe, par exemple comité directeur, peuvent la résilier en tout temps en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de résilier l'annexe.

37. Si l'une des parties met fin à sa participation au présent PE, elle met également fin à sa participation à toute annexe du présent PE.

Signature en plusieurs exemplaires

38. Le présent PE pourra être signé en différents exemplaires, dont chacun, une fois signé, sera réputé constituer un original et ces exemplaires constitueront ensemble un seul et même instrument.

EN FOI DE QUOI, le présent protocole d'entente, dans les deux langues officielles, a été signé en triple copie, chacune des copies étant également authentique.

POUR LE MINISTÈRE DE LA CITOYENNETÉ ET DE L'IMMIGRATION


Anita Biguzs


Sous-ministre du ministère de la Citoyenneté et de l'Immigration

POUR L'AGENCE DES SERVICES FRONTALIERS DU CANADA


Linda Lizotte-MacPherson

Présidente de l'Agence des services frontaliers du Canada

POUR LA COMMISSION DE L'IMMIGRATION ET DU STATUT DE RÉFUGIÉ DU CANADA


Mario Dion

Président de la Commission de l'immigration et du statut de réfugié du Canada

JAN 21 2016



Canada Border
Services Agency

Agence des services
frontaliers du Canada

PROTECTED B

For action

DECISION TO STAY REMOVAL ORDER

For the Minister

PURPOSE

To seek your signature on the Decision to Stay Removal Order for



For action

NATIONAL INQUIRY INTO MISSING AND MURDERED INDIGENOUS WOMEN AND GIRLS

For the President

PURPOSE

To seek your approval for an email message I will send as the Champion of Aboriginal Peoples, to the Canada Border Services Agency's (CBSA) Aboriginal employees, encouraging them to share information issued by Indigenous and Northern Affairs Canada on the inquiry into missing and murdered Indigenous women and girls (see attachment 1).

ISSUE

On December 8, 2015, the Minister of Justice and Attorney General of Canada, Minister of Status of Women and Minister of Indigenous and Northern Affairs Canada launched a national inquiry into missing and murdered Indigenous women and girls.

BACKGROUND

Indigenous women and girls in Canada experience higher rates of violence than non-Indigenous women in Canada. Although Indigenous women make up four per cent of Canada's female population, 16 per cent of all women murdered in Canada between 1980 and 2012 were Indigenous women. They are three times more likely to report experiencing violence. Indigenous families, communities and organizations, as well as non-governmental and international organizations have urged the Government of Canada to take action and lead a national Inquiry.

STATUS

Indigenous and Northern Affairs Canada will be sharing information and updates on the design process and Inquiry through social media channels. The CBSA wants to encourage its Aboriginal employees to take note and to share and retweet messages with their friends, family and community.

NEXT STEPS

If you approve, as the Champion for Aboriginal employees, I will send the attached message.




Peter Hill, Associate Vice-President
Programs Branch

24/1/16.

President's Response

I approve ☐

I do not approve ☒



Linda Lizotte-MacPherson

ATTACHMENT

1. Message to send to Aboriginal employees at the Agency

This message is sent on behalf of Peter Hill, CBSA Champion for Aboriginal Peoples / Ce message est envoyé au nom de Peter Hill, champion pour les personnes autochtones

La version française suit

Greetings,

On December 8, 2015, the Government of Canada launched a national inquiry into missing and murdered Indigenous women and girls.

The Government will immediately begin engaging with survivors, family members and loved ones of victims, as well as national Aboriginal, provincial, and territorial representatives to seek their views on the design and scope of the inquiry.

Indigenous and Northern Affairs Canada will be sharing information and updates on the design process and Inquiry through social media channels. I encourage you to take note and to share/retweet messages with your friends, family and community.

Indigenous and Northern Affairs Canada will continue to provide updates about the inquiry on their social media channels:

Twitter @AANDCanada and Facebook Indigenous and Northern Affairs Canada - INAC

Your support is appreciated.

Peter Hill

Champion for Aboriginal Peoples

Bonjour,

Le 8 décembre 2015, le gouvernement du Canada a annoncé la mise sur pied d'une enquête nationale sur les femmes et les filles autochtones disparues et assassinées.

Le gouvernement rencontrera immédiatement les survivantes, les familles et les proches des victimes ainsi que les représentants des organisations autochtones nationales, des provinces et des territoires pour obtenir leur opinion sur la définition des paramètres de la commission d'enquête.

Affaires autochtones et du Nord Canada partagera de l'information et des mises à jour sur la définition des paramètres et l'enquête par le biais des médias sociaux. Je vous encourage à partager les messages avec vos amis, famille et communauté.

Affaires autochtones et du Nord Canada continuera de diffuser des mises à jour sur l'enquête sur ses médias sociaux :

Twitter @AADNCanada et Facebook Affaires autochtones et du Nord Canada – AANC

Votre soutien est apprécié.

Peter Hill

Champion pour les personnes autochtones

Notre Service à la Clientèle

CBSA
PROTECTION • SERVICE • SECOURS

ASFC
PROTECTION • SERVICE • SECOURS

Associate Vice-President
Programs Branch

Vice-président délégué
Direction générale des programmes

JS Piche

(i) please see
comment

(ii) we can
"stand-down"
on this message.

(iii) see President's
comments.



Canadian Border
Services Agency

Agence des services frontaliers
du Canada

JS Piche 27
Canada



Canada Border
 Services Agency Agence des services
 frontaliers du Canada

For action

AGING INFORMATION TECHNOLOGY INFRASTRUCTURE SUPPORTING CBSA SITES

For the President

PURPOSE

This note is intended to inform you of the risks to the Canada Border Services Agency (CBSA) Information Technology (IT) infrastructure operated by Shared Services Canada (SSC) that supports critical and high profile CBSA sites. This update was discussed at a recent Executive Committee meeting raising more concerns amongst our executive table.

ISSUE

In December 2014, the Information, Science and Technology Branch (ISTB) identified a significant risk when SSC acknowledged the lapse in vendor support for a preliminary \$5.7 million of aging IT infrastructure. Impacted sites include critical 7/24 and designated CBSA locations.

BACKGROUND

In August 2011, SSC was created and tasked with the responsibility of managing Government of Canada IT infrastructure, more specifically email, data centers, networks and telecommunications. Since then, SSC has been responsible for the management of the infrastructure supporting CBSA operations. The CBSA also maintains a continued relationship with the Canada Revenue Agency (CRA) for shared infrastructure and IT services.

Over the months of November and December 2015, SSC worked with the CBSA to successfully replace the complete suite of end-of-life mainframe computers. The newer mainframe computers (EC12s) were funded by SSC and have provided the CBSA with a scalable and vendor supported computing platform. However, it is important to note that additional capacity is already required on the mainframe and will have to be funded by the Agency.

On a less positive note, in December 2015, the CRA shared an SSC report with the CBSA CIO and the DG Enterprise Services Directorate (ESD) which identified SSC owned IT equipment located at critical sites for which vendor support had expired or would expire at some point this

calendar year. The report described \$5.7 million of network technology that no longer had vendor support, as well as an additional \$0.7 million of infrastructure for which support would expire in October 2016. The report scope did not include computing platforms, storage and other assets.

The risks associated with end-of-support IT infrastructure are concerning from three perspectives: first, the age of the equipment increases the risk of failure; second, without vendor support, there is typically an increase in the amount of time it takes to restore service when faced with an outage; and, finally, in most cases it is no longer possible to apply security and performance patches which safeguard against vulnerabilities.

A number of critical and designated sites have non-supported IT equipment. This includes

The unsupported network switches located at each site provide connectivity to national services such as email, internet and mainframe applications;

STATUS

ISTB's DG ESD has engaged the SSC Account Team in an effort to underline the importance of mitigating the risks and ensuring supported infrastructure is in place.

At this point in time, SSC has confirmed the partial deployment of spare infrastructure in close proximity to critical sites in order to mitigate any outages.

They have also confirmed that procurement initiatives are currently underway to replace aging equipment at critical sites. Since 'ownership' of the equipment was transferred to SSC as part of the 2011 Order in Council, SSC should be funding the replacement of this infrastructure, but we are not sure of this commitment due to recent financial pressures at SSC.

It should be noted that the SSC document (shared by the CRA) did not include data center infrastructure. As a result, the DG ESD has requested a complete analysis of all aging infrastructure impacting the CBSA as well as a plan, including timelines, for the replacement of equipment listed.

NEXT STEPS

1. It is the Agency's expectation that none of the equipment supporting critical or designated sites be permitted to go without vendor support at any time. The CBSA will strive to work with SSC to establish this as an operating principle.
2. Given the immediate risk to border operations, SSC has been asked to provide a detailed plan for the interim mitigation and longer-term replacement strategy.
3. As noted, the SSC document only addressed network infrastructure; as such, SSC has been asked to provide a complete analysis of all aging infrastructure as well as their plan, including timelines, for equipment replacement.
4. CBSA ISTB will also analyze the full financial impact of SSC inability to continue to fund asset life cycle replacement under their new cost recovery policy yet to be fully implemented.

RECOMMENDATION

In order to underline the significance of this discussion, I propose that a letter (attached), be sent to Mr. Ronald Parker, the President of SSC. The second option would be to wait to see if SSC will be getting more funding and to get their commitments to be open with their plans to mitigate the operating risks growing every month.

Maurice Chénier

Maurice Chénier, Vice President
Information Science and Technology

President's response

I approve ☒

I do not approve ☐

*See memo
dates*
L. Lizotte-MacPherson

Linda Lizotte-MacPherson

ATTACHMENT(S)

2016 01 12 End of Support Infrastructure.docx



Canada Border Services Agency Agence des services
frontaliers du Canada

President Présidente

Ottawa, Canada
K1A 0L8

JAN 29 2016

Mr. Ronald Parker
President
Shared Services Canada
434 Queen Street
Ottawa, Ontario K1G 4A8

Dear Mr. ^{Ron}Parker:

I would like to thank you for your department's efforts throughout November and December 2015, when Shared Services Canada (SSC) worked with the Canada Border Services Agency (CBSA) to replace the complete suite of end-of-life mainframe computers. The replacement computers (EC12s) were funded by the SSC and have provided the CBSA with a supported and scalable computing platform. The collaborative effort was a great example of good planning and strong partnership.

However, the reason for my letter today is to apprise you of concerns the CBSA has regarding its mission-critical and designated sites supported by SSC infrastructure, including but not limited to,

Recently, a report prepared by the SSC for the Canada Revenue Agency (CRA), dated December 7, 2015, was found to list many pieces of infrastructure that had reached the end of their support periods. It should be noted that many of the sites referred to in the report are actually CBSA sites on the RCNet, a network that we share with the CRA. I am concerned both with the state of the infrastructure and with the fact that the CBSA was not made aware of these risks or of the report by the SSC.

As you are aware, CBSA asset failures would create a national security risk to the Agency and to Canada, since risk assessment capabilities would be offline, preventing the Agency from identifying high-risk travellers for proper referrals. On the commerce and trade side, the Agency impacts the flow of goods at a rate of more than a million dollars per minute, thus any outage of long duration at a site such as the would have a significant impact on the Canadian economy and would be noticed immediately for high visibility media attention.

Our respective teams have recently discussed this matter, and the SSC has since confirmed the deployment of some spare equipment and parts to some but not all critical and designated CBSA sites. It is my understanding that procurement activity has started for some replacement equipment as well, but the Agency has no indication of target completion dates to lower service continuity risks. While the SSC Account Team has

Canada

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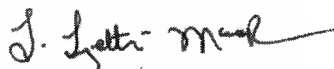
confirmed that the SSC will fund the replacement equipment, the Agency is concerned about funding, given the recent SSC policy on cost recovery.

Moving forward, I would like to highlight three items for your attention:

1. Given the CBSA's mandate to offer 7/24 business continuity, it is the Agency's expectation that none of the equipment supporting critical or designated sites be permitted to go without vendor support at any time. The CBSA and the SSC will need to work together to establish this as an operating principle.
2. Given the immediate risk to border operations (traveller, commerce, and security), I ask that you provide a comprehensive and detailed plan for the interim and an immediate mitigation and longer-term replacement strategy for items identified in the December 7, 2015, report.
3. Given that the SSC report only addresses network infrastructure and was within a CRA context, I would ask that your team provide a complete analysis of all aging infrastructure (network, computing, storage, and supporting peripherals) as well as a plan, including timelines, for equipment replacement.

I thank you in advance for your co-operation in this important matter. I want to reiterate my personal support and the Agency's ongoing commitment to working with the SSC in continuing to support the mutual delivery agenda and assure continued services to Canadians. We look forward to working with your team to address these pressing operational requirements

Yours sincerely,



Linda Lizotte-MacPherson
President

c.c.: Mr. François Guimont, Deputy Minister
Public Safety Canada

Mrs. Yaprak Baltacioğlu, Secretary
Treasury Board of Canada



For information

CLOSE NAME MATCHES IN CANADA BORDER SERVICES AGENCY SYSTEMS

For the President

PURPOSE

In response to your request for further information on the issue of individuals with a close name match to a subject with a lookout or flag in a Canada Border Services Agency (CBSA) system.

ISSUE

The media reported recently on the case of a six year old boy whose family claimed that they were advised by Air Canada that their son was flagged as a security risk, causing the family delays when travelling. Though not associated with the CBSA, this issue has raised concerns within the Agency given its similarity to the aforementioned systems vulnerabilities.

Concurrently, the CBSA is encountering cases where individuals, of adult age, who are frequent travellers are a close match to a name record, or an alias, of a person who is subject of a Canadian Police Information Centre (CPIC) want or warrant (WW). This results in a referral to secondary each time the individual enters Canada. To date, we have been aware of such encounters in the Greater Toronto Area, Southern Ontario, Pacific and Atlantic regions. The numbers of these cases are low but the impact to the traveller and port of entry frequented is significant. This issue was recently highlighted by a complaint received from a flight attendant that is being referred for examination every time he enters Canada, because he is a close name match.

BACKGROUND

The CBSA has dealt with the issue of close name matches in the past on a case by case basis due to the infrequency of their occurrence. However, as of November 23, 2015, CPIC WW information is being flagged in all CBSA primary passage systems which increased the frequency of the occurrences. This can be attributed to the fact that there are only approximately 1,200 CBSA generated lookouts, compared to the approximately 185,000 CPIC WW flags since November 2015.

The likelihood of some travellers being referred for repeated secondary examination as a result of close identity matches was identified as a consideration during pre-implementation of the unvetted CPIC WW records. CBSA lookouts are internally vetted and controlled, which means the CBSA has the authority and ability to amend lookouts that are resulting in problematic referrals, whereas CPIC WVs are entered by various law enforcement agencies and systematically moved directly into CBSA systems without the CBSA being able to vet or modify these records.

Officers do not have the authority to systematically override mandatory referrals. This becomes problematic to the Agency when an officer encounters an individual who has a close name match but is not the person who is wanted, particularly if that person is also a frequent traveller.

Examples that have been reported by the regions are:

- A Canadian commercial driver with a FAST card who crosses at the Blue Water port of entry has been referred due to a 96% hit for a CPIC WW. Further inquiry has revealed that the driver's date of birth differs exactly one year from that of whom the warrant was issued. The individual crosses twice a week and has been referred for secondary exam each time in recent weeks.
- A Canadian resident and NEXUS member whose name has been entered as an alias into CPIC in the Pacific region and is a frequent traveller has been referred for a CPIC WW. While the individual's name hits at 100%, he is not the subject of the CPIC WW but his brother had previously used his name in a crime.
- A Canadian flight attendant who travels through Pearson International Airport is being regularly referred to secondary due to an outstanding warrant for an individual with a close name match. The flight attendant has complained to the CBSA and requested an immediate resolution to this issue as it has directly impacted his livelihood as a result of frequent delays causing missed flight connections.

In addition to being a significant hindrance for the traveller, this also places an unnecessary burden on CBSA operations and creates a potential for reputational and legal risks to the Agency.

STATUS

A working group has been established, and system and policy based mitigation options are being considered including:

As work has only just begun to explore potential solutions, it is expected that options will be added and removed from this list as discussions continue. With a view to addressing this issue as quickly as possible, a combination of interim and long-term solutions is being developed.

NEXT STEPS

Options for resolution will be tested, refined and expanded through the progress of the working group.

The Operations, Information Science and Technology, and Programs Branches are collaborating to quickly address this issue and implement solutions. Furthermore, direction to the field is being reviewed with regards to minors with possible name matches.

JAN 22 2016



Caroline Xavier, A/Vice-President
Operations



Canada Border
Services Agency

Agence des services
frontaliers du Canada

For Action

CANADA BORDER SERVICES AGENCY-CORRECTIONAL SERVICES CANADA MEMORANDUM OF UNDERSTANDING

For the President

PURPOSE

To seek your support for a new Memorandum of Understanding (MOU) between the Canada Border Services Agency (CBSA) and Correctional Services Canada (CSC) that commenced in the summer of 2015.

ISSUE

The CBSA and CSC have been operating under an MOU that was signed in 1994, prior to the creation of the CBSA. It is essential that the two agencies negotiate a new MOU that reflects their current organizations to ensure the effective administration of their respective programs.

BACKGROUND

Pursuant to the *Immigration and Refugee Protection Act* (IRPA), the Minister of Public Safety and Emergency Preparedness, is responsible for the administration of the IRPA as it relates to, among other things, enforcement such as arrest, detention, and removal, as well as establishing policies related to enforcement of the IRPA. CSC is responsible for administering court-imposed sentences of two years or more for adult offenders, and supervising offenders on different forms of conditional release in the community. The purpose of the MOU is to define in general terms the basis for cooperation between the CBSA and CSC regarding the effective administration and enforcement of their respective programs, as outlined in the *Canada Border Services Agency Act*, and the *Corrections and Conditional Release Act* and its regulations.

The current MOU that is being relied upon was signed in June 1994, nine years prior to the creation of the CBSA. In addition to not naming the CBSA, the 1994 MOU also refers to the previous *Immigration Act*, which was replaced by the IRPA in 2002. To ensure that all current activities and programs administered by the CBSA and CSC are covered in the MOU, it is crucial that the 1994 MOU be reviewed and renegotiated between the two parties.

In addition, according to the Treasury Board of Canada Secretariat, a Privacy Impact Assessment (PIA) is required for any new or substantially modified program or activity involving personal

information.

STATUS

RECOMMENDATION

Martin Bolduc
Vice-President, Programs Branch

ATTACHMENTS

- 1. Letter from the President to the Commissioner**
- 2. Draft CBSA-CSC MOU with Annexes**



Canada Border
Services Agency Agence des services
frontalières du Canada

President Président

Ottawa, Canada
K1A 0L8

JUN 15 2015

COPY

Mr. Don Head
Commissioner
Correctional Service of Canada
340 Laurier Avenue West
Ottawa, Ontario K1A 0P9

Dear Mr. Head: *Don,*

I am taking this opportunity to acknowledge the considerable work that our organizations have achieved by working together over the last year. This important work is demonstrated through the tabling of Bill C-60, the Removal of Serious Foreign Criminals Act, in May 2015. The bill, among other things, proposes amendments to the *Immigration and Refugee Protection Act* (IRPA) and the *Correctional and Conditional Release Act* (CCRA) to strengthen the legislative basis for the continued and enhanced sharing of information and co-operation between the Canada Border Services Agency (CBSA) and the Correctional Service of Canada (CSC).

This bill builds on the two organizations' successful co-operation on the *Canadian Victims Bill of Rights* (CVBR), which received Royal Assent on April 23, 2015. As you know, the CVBR provides measures for the CBSA and CSC to work together to better support victims' requests for information on the removal of foreign offenders from Canada.

These important developments demonstrate the organizations' mutual interest in administering and enforcing their respective legislation in a co-operative fashion to contribute to public safety and immigration enforcement program integrity while supporting victims' rights. To that end, it is important that the CBSA and CSC work together to renegotiate the Memorandum of Understanding Respecting the Exchange of Information, which was signed in 1994 between CSC and the Department of the Secretary of State of Canada.

As you may be aware, this information-sharing arrangement predates the creation of the CBSA. Given the CBSA's responsibilities for immigration enforcement under IRPA, which includes the detention and removal of foreign criminals, this memorandum of understanding (MOU) is deeply in need of review and modernization. While I am aware

Canada

- 2 -

of the undertaking,

I am therefore seeking your support and engagement in joining me to signal our shared commitment to strengthening our organizations' information-sharing relationship. I would be grateful for confirmation of your support and, if you agree, for the relevant contact information for the team that will represent CSC in this important work. The contact person for the CBSA is Ms. Monik Beauregard, Director General of the Enforcement and Intelligence Programs Directorate. Ms. Beauregard can be contacted by telephone at 613-948-9041 or by email at monik.beauregard@cbsa-asfc.gc.ca.

In closing, I would like to reiterate the CBSA's commitment to continuing its successful collaboration with CSC and building upon this mutually beneficial relationship. Establishing a new and modernized information-sharing arrangement between the two organizations is a worthwhile endeavour that will contribute to the safety and security of Canadians.

I look forward to the CBSA and CSC's continued close partnership on these and other matters.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Luc Portelance', followed by a diagonal slash and a small mark.

Luc Portelance